



VILLAGE OF BISCAYNE PARK
640 NE 114TH STREET
BISCAYNE PARK, FL 33161
TEL: 305 899 8000 FAX: 305 891 7241
www.biscayneparkfl.gov

AGENDA
REGULAR COMMISSION MEETING
Ed Burke Recreation Center - 11400 NE 9th Court
Biscayne Park, FL 33161
Tuesday, August 2, 2011 at 7:00PM



Indicates documents are attached to this agenda.

Mayor and Commission

Roxanna Ross
Mayor

Robert "Bob" Anderson
Vice Mayor

Steve Bernard
Commissioner

Albert Childress
Commissioner

Bryan Cooper
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk

1 Call to Order

2 Roll Call

3 Pledge of Allegiance

4 Presentations

- 4.a Certification of Appreciation to Charles Ross - Village of Biscayne Park on Patrol (VOBPOP)

5 Additions, Deletions or Withdrawals to Agenda

6 Public Comments Related to Agenda Items / Good & Welfare

7 Village Manager Report

- 7.a Distribution of FY 2011-12 Proposed Budget for the Village of Biscayne Park.
- 7.b Update on Stormwater Drainage project
- 7.c Update on Recycling
- 7.d Update on Code Enforcement and hiring of full time Code Officer

8 Consent Agenda



8.a Resolution 2011-30

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA; **ESTABLISHING A GIFT POLICY FOR THE VILLAGE**; PROVIDING THE MANAGER THE DIRECTION TO ACCEPT MONETARY GIFTS TO THE VILLAGE UP TO \$5,000; ALL OTHER MONETARY GIFT ABOVE \$5,000 SHALL BE BROUGHT TO THE VILLAGE COMMISSION FOR DISCUSSION AND/OR AUTHORIZATION TO ACCEPT THE PROPOSED GIFT; AUTHORIZING THE VILLAGE MANAGER TO DECIDE WHAT PUBLIC PURPOSE THE MONETARY DONATIONS OF \$5,000 OR LESS SHOULD BE USED FOR; AUTHORIZING THE MANGER TO ACCEPT "IN KIND" DONATIONS; HOWEVER, ANY DONATIONS OF ART SHALL REQUIRE AUTHORIZATION BY THE VILLAGE COUNCIL; AND PROVIDING FOR AN EFFECTIVE DATE.



8.b Resolution 2011-34

RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK **AUTHORIZING THE MAYOR TO EXECUTE THE TURF AND LANDSCAPE MAINTENANCE JOINT PARTICIPATION AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE VILLAGE OF BISCAYNE PARK**; PROVIDING FOR AN EFFECTIVE DATE.



8.c Resolution 2011-35

RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK **SELECTING MAGNA CONSTRUCTION AS THE CONTRACTOR FOR THE ADDITIONAL STORMWATER DRAINAGE PROJECTS UPON CONFIRMATION FROM THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION OF THE AVAILABLE BALANCE OF APPROPRIATED FUNDS**; AND FOR THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE THE CONTRACT FOR AN AMOUNT NOT TO EXCEED \$211,000.00; PROVIDING FOR AN EFFECTIVE DATE



8.d Resolution 2011-36

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A MUTUAL AID AGREEMENT BETWEEN THE TOWN OF MEDLEY AND THE VILLAGE OF BISCAYNE PARK POLICE DEPARTMENT**; PROVIDING FOR AN EFFECTIVE DATE



8.e **Resolution 2011-37**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A LICENSE AND HOLD HARMLESS AGREEMENT FOR THE USE OF THE MEDLEY POLICE FIREARMS TRAINING CENTER**; PROVIDING FOR AN EFFECTIVE DATE



8.f **Resolution 2011-38**

RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK **RATIFYING THE APPOINTMENT OF ISAIAS ORTIZ TO THE CODE REVIEW BOARD**; PROVIDING FOR AN EFFECTIVE DATE

9 Public Hearings

< None >

10 Ordinances - FIRST READING

< None >

Ordinances - SECOND READING



10.a **Ordinance 2011-01**

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **RELATING TO THE PROVISION OF SOLID WASTE MANAGEMENT FEE ASSESSMENTS IN THE VILLAGE OF BISCAYNE PARK**, FLORIDA; APPROVING A MODIFICATION TO THE SCHEDULE FOR SOLID WASTE COLLECTION ASSESMENTS FOR MULTI-FAMILY ASSESSED PROPERTY WITH SIX OR MORE RESIDENTIAL UNITS ON A SITE AND FOR NON-RESIDENTIAL SITES LOCATED WITHIN THE VILLAGE OF BISCAYNE PARK FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2011 REQUIRING THESE SPECIFIC USES TO CONTRACT WITH A MIAMI-DADE COUNTY APPROVED VENDOR; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR AN EFFECTIVE DATE



10.b **Ordinance 2011-02**

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AMENDING CHAPTER 2 OF THE VILLAGE OF BISCAYNE PARK LAND DEVELOPMENT CODE ENTITLED "DEFINITIONS" BY **ADDING DEFINITIONS FOR FENCES AND CORNER SIDE YARDS** AND AMENDING THE DEFINITION OF HEDGE; AMENDING CHAPTER 11 OF THE VILLAGE OF BISCAYNE PARK LAND DEVELOPMENT CODE ENTITLED "ACCESSORY STRUCTURES ", BY AMENDING SECTION 11.6 AND REMOVING HEIGHT RESTRICTIONS FOR HEDGES; ADDRESSING CORNER SIDE FENCES AND WALLS, HEIGHT, AND RELATED CHANGES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE


11 Resolutions








11.a **Resolution 2011-39**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA; **ESTABLISHING A TENTATIVE MILLAGE RATE OF 8.9933 FOR FISCAL YEAR 2011-2012**, ESTABLISHING THE CURRENT YEAR ROLLED-BACK RATE TO BE 9.2661 AND ESTABLISHING THE FIRST AND THE SECOND PUBLIC BUDGET HEARINGS AS REQUIRED BY LAW; DIRECTING THE VILLAGE CLERK AND FINANCE DIRECTOR TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER OF MIAMI-DADE COUNTY PURSUANT TO THE REQUIREMENTS OF FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE OF THE STATE OF FLORIDA; ESTABLISHING THE TIME AND LOCATION OF THE FIRST AND SECOND PUBLIC HEARINGS; PROVIDING FOR AN EFFECTIVE DATE

12 Old Business

-  12.a A Order of the Village Commission of the Village of Biscayne Park, Florida directing the Village Attorney to receive from the Clerk a report on three to five "Ethics Hot-line" related companies providing services to government; with back-ground information, analysis, cost and resulting documentation forwarded in advance to the full Commission, along with Village Attorney recommendation, one week prior to next full Commission meeting. *(Sponsored by Commissioner Bryan Cooper and deferred from the April 5, 2011 regular commission meeting by motion, then moved from the May 3, 2011, June 20, 2011 and July 12, 2011 meetings.)*

13 New Business

-  13.a Commissioner Cooper: "Future condensed short bullet list of agenda items to be sent on day 7, prior to Commission meeting, by Clerk to Commission". *(Moved from the July 12, 2011 meeting.)*
-  13.b Commissioner Cooper: Police style badges given to Commissioners *(Moved from the July 12, 2011 meeting.)*
-  13.c Mayor Ross: Follow up on Kimley Horn Traffic Studies. *(Moved from the July 12, 2011 meeting.)*
-  13.d Commissioner Bernard: A discussion of policies and procedures for donations. *(Moved from the July 12, 2011 meeting.)*
-  13.e Commissioner Bernard: A discussion of the investigation into allegations regarding the Village Manager

14 Final Public Comment

15 Reports

- 14.a Committee Reports
- i > Parks & Parkway Advisory Board
 - ii > Code Review Board
 - iii > Recreation Advisory Board
 - iv > Ecology Board
- 14.b Village Attorney
- 14.c Commissioner Comments
- > Vice Mayor Bob Anderson
 - > Commissioner Steve Bernard
 - > Commissioner Al Childress
 - > Commissioner Bryan Cooper
 - > Mayor Roxanna Ross

16 Announcements

All public meetings are held at the Ed Burke Recreation Center, 11400 NE 9th Court, Biscayne Park.

Our next regular Commission meeting is Tuesday, August 2, 2011 at 7:00pm.

Tuesday, August 9th - Code Review Board at 7:00PM

Wednesday, August 10th - Recreation Advisory Board at 6:30PM

Monday, August 15th - Planning & Zoning at 6:30PM

Tuesday, August 16th - 1st Budget Workshop at 6:30PM

Wednesday, August 17th - Parks & Parkway Advisory Board at 6:00PM.

Wednesday, August 17th - 2nd Budget Workshop at 6:30PM

Thursday, August 18th - 3rd Budget Workshop at 6:30PM

Tuesday, August 23rd - Code Review Board at 7:00PM

Wednesday, August 24th - Code Enforcement Board at 7:00PM

Thursday, August 25th - Ecology Board at 6:00PM

Our next regular Commission meeting is Tuesday, September 13, 2011 at 7:00pm.

Please visit our website regularly at **biscayneparkfl.gov** and click on the Calendar of Meetings & Events to view the full schedule.

17 Adjournment

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation to participate in the proceedings should call Village Hall at (305) 899 8000 no later than four (4) days prior to the proceeding for assistance.

DECORUM - Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.



Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161

Tel: 305 899 8000

Fax: 305 891 7241

Mayor and Commission

Roxanna Ross
Mayor

Robert "Bob" Anderson
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Commissioner

Bryan Cooper
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk

July 27, 2011

To: Mayor Roxana Ross
Vice Mayor Bob Anderson
Commission Steve Bernard
Commissioner Al Childress
Commissioner Bryan Cooper

From: Ana M. Garcia, Village Manager

Re: Resolution 2011-30 – Establishing A Gift Policy for the Village of Biscayne Park

Background Analysis:

In these past 19 months since I have been your Manager, we have sought and received donations from various sources:

- Just under \$5,000 for a new entry sign at the Ed Burke Recreation enter and volleyball area improvements.
- \$1,200 from the North Shore Medical Foundation for the entire Commission to attend the annual Miami Dade County League of Cities Installation Gala.
- Monetary donations from the Miami Shores Rotary Club and Knights of Columbus for special events.
- Monetary donations from residents for landscape improvements on 113th Street.
- Conference table donation for the new Public Works Facility, and another for Village Hall.
- Donations from residents for much needed equipment and supplies at the Public Works Facility including art, microwave ovens, coffee makers, and patio furniture.
- A donation was secured from Busy Bee Car Wash for a free weekly car wash for all police vehicles, a value of \$2,000 annually.
- \$15,000 from Florida Power & Light for future use, or in the event of an emergency situation.
- Monetary donations from our business partners for the landscaping enhancements on Sixth Avenue.

Fiscal/Budgetary Impact:

The continued flow of donations or in kind service to the Village that offsets or minimizes expenses.

Manager Recommendation:

With a gift / donation policy in place, it insures that during these challenging economic times, the Village will continue to have a Manager and staff that will seek donations and partnerships for services. Manager recommends approval.

Manager Recommendation

Page 1 of 1

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3 **RESOLUTION NO. 2011-30**
4

5 **A RESOLUTION OF THE VILLAGE COMMISSION**
6 **OF THE VILLAGE OF BISCAYNE PARK, FLORIDA;**
7 **ESTABLISHING A GIFT POLICY FOR THE**
8 **VILLAGE; PROVIDING THE MANAGER THE**
9 **DIRECTION TO ACCEPT MONETARY GIFTS TO**
10 **THE VILLAGE UP TO \$5,000; ALL OTHER**
11 **MONETARY GIFT ABOVE \$5,000 SHALL BE**
12 **BROUGHT TO THE VILLAGE COMMISSION FOR**
13 **DISCUSSION AND/OR AUTHORIZATION TO**
14 **ACCEPT THE PROPOSED GIFT; AUTHORIZING**
15 **THE VILLAGE MANAGER TO DECIDE WHAT**
16 **PUBLIC PURPOSE THE MONETARY DONATIONS**
17 **OF \$5,000 OR LESS SHOULD BE USED FOR;**
18 **AUTHORIZING THE MANGER TO ACCEPT “IN**
19 **KIND” DONATIONS; HOWEVER, ANY DONATIONS**
20 **OF ART SHALL REQUIRE AUTHORIZATION BY**
21 **THE VILLAGE COMMISSION; AND PROVIDING**
22 **FOR AN EFFECTIVE DATE.**
23

24 WHEREAS, the Village of Biscayne Park does not have a written policy relating to
25 gifts and/or donations; and,
26

27 WHEREAS, the Village desires to promote consistency and transparency; and,
28

29 WHEREAS, the Village Commission desire to create a “Gift” or “Donation” policy and
30 provide direction to the Village Manager regarding same; and,
31

32 WHEREAS, the Village Manager is the chief administrative officer of the Village and
33 is authorized to execute, without Village Commission action, contracts not exceeding
34 \$5,000.00.; and,
35

36 WHEREAS, the Village Manger, as the Chief administrative officer of the Village is
37 responsible for the day-to-day operations of the Village, and the Village Commission does not
38 desire to interfere with the Village’s daily operations; and,
39

40 WHEREAS, the Village Manager has previously informed the Commission of various
41 small “gifts” or “donations” made to the Village; and,
42

43 WHEREAS, to ensure consistency and ensure that the Village administration is
44 provided clear direction, the Village Commission desires to create a gift or donation policy.
45

46 **NOW THEREFORE IT IS HEREBY RESOLVED BY THE MAYOR AND VILLAGE**
47 **COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA:**
48
49

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The Village Commission desires to adopt a “Gift” or “Donation” Policy, which policy is attached hereto as Exhibit 1, which policy should be adhered to by the Village Administration.

Section 3. This Resolution shall become effective upon adoption.

PASSED AND ADOPTED this _____ day of August, 2011.

**The foregoing resolution upon being
Put to a vote, the vote was as follows:**

Mayor Ross: _____
 Vice Mayor Anderson: _____
 Commissioner Bernard: _____
 Commission Childress: _____
 Commissioner Cooper: _____

Attest:

Maria C. Camara, Village Clerk

Approved as to form:

Village Attorney



Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161

Tel: 305 899 8000
Fax: 305 891 7241

Mayor and Commission

Roxanna Ross
Mayor

Robert "Bob" Anderson
Vice Mayor

Steve Bernard
Commissioner

Albert Childress
Commissioner

Bryan Cooper
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk

July 27, 2011

To: Mayor Roxana Ross
Vice Mayor Steve Bernard
Commission Bob Anderson
Commissioner Al Childress
Commissioner Bryan Cooper

From: Ana M. Garcia, Village Manager

Re: **Resolution 2011-34**

Background Analysis:

The Florida Department of Transportation (FDOT) has jurisdiction over and maintains State Road (S.R.) 915, which is known to us as northeast sixth avenue ("Biscayne Park Way"). An agreement exists with the State that the Village of Biscayne Park maintains the sixth avenue medians (currently outsourced to Groundkeepers). The State reimburses the Village on a quarterly basis for a total annual reimbursement of \$3,980.00. This agreement must be renewed annually.

Fiscal/Budgetary Impact:

The annual reimbursement of \$3,980.00 to the Village offsets the cost of maintenance.

Manager Recommendation:

Manager recommends approval of Resolution 2011-34.

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3 **RESOLUTION NO. 2011-34**
4

5 RESOLUTION OF THE VILLAGE COMMISSION
6 OF THE VILLAGE OF BISCAYNE PARK
7 AUTHORIZING THE MAYOR TO EXECUTE THE
8 TURF AND LANDSCAPE MAINTENANCE JOINT
9 PARTICIPATION AGREEMENT BETWEEN THE
10 FLORIDA DEPARTMENT OF TRANSPORTATION
11 AND THE VILLAGE OF BISCAYNE PARK;
12 PROVIDING FOR AN EFFECTIVE DATE.
13

14
15 WHEREAS, as a part of the continual updating of the State of Florida Highway
16 System, the State of Florida Department of Transportation for the purpose of safety has
17 created roadside areas and median strips on that of the State Highway System within the
18 limits of the VILLAGE OF BISCAYNE PARK; and
19

20 WHEREAS, the specific location within the Village is S.R. 915 / NE 6th Avenue;
21 and,
22

23 WHEREAS, a Turf and Landscape Maintenance Join Participation Agreement
24 between the Florida Department of Transportation and the Village of Biscayne Park
25 (Financial Project No. 252372-2-78-01) for a period of one year beginning 6th of
26 October 2011 and ending the 5th of October 2012 at an annual cost to the Florida
27 Department of Transportation of \$3,980.00, has been provided to the VILLAGE OF
28 BISCAYNE PARK, by the Department of Transportation; and
29

30 WHEREAS, it is in the best interest of the VILLAGE OF BISCAYNE PARK to
31 authorize the Mayor to execute the Turf and Landscape Maintenance Join Participation
32 Agreement between the Florida Department of Transportation and the Village of
33 Biscayne Park.
34

35 NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION
36 OF THE VILLAGE OF BISCAYNE PARK, FLORIDA
37

38 **Section 1.** The foregoing "Whereas" clauses are hereby ratified and
39 confirmed as being true and correct and hereby made a specific part of this Resolution
40 upon adoption hereof.
41

42 **Section 2.** This Commission approves the proposed Turf and Landscape
43 Maintenance Join Participation Agreement between the Florida Department of
44 Transportation and the Village of Biscayne Park (Financial Project No. 252372-2-78-
45 01), and the Mayor will execute said agreement as will further the purposes described
46 therein. The agreement, in substantial form, is attached and incorporated by reference
47 into this resolution as exhibit 1.
48

49 **Section 3:** This Resolution shall become effective upon its adoption.

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PASSED AND ADOPTED this ____ day of August, 2011.

**The foregoing resolution upon
being put to a vote, the vote was
as follows:**

Roxanna Ross, Mayor

Mayor Ross: _____
Vice Mayor Anderson: _____
Commissioner Bernard: _____
Commission Childress: _____
Commissioner Cooper: _____

Attest:

Maria C. Camara, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney

**TURF AND LANDSCAPE MAINTENANCE
JOINT PARTICIPATION AGREEMENT
BETWEEN THE
FLORIDA DEPARTMENT OF TRANSPORTATION
AND THE
VILLAGE OF BICAYNE PARK**

This Agreement, is made and entered into this ____ day of _____, 20 __, by and between the State of Florida Department of Transportation, a component agency of the State of Florida, hereinafter referred to as the 'DEPARTMENT', and the Village of Biscayne Park, a municipal corporation of the State of Florida, existing under the Laws of the State of Florida, hereinafter referred to as the 'VILLAGE'.

RECITALS:

WHEREAS, the DEPARTMENT has jurisdiction and maintains the State Road (S.R.) 915/NE 6th Avenue corridor in the VILLAGE; and

WHEREAS, the DEPARTMENT, as part of the continual updating of the State of Florida Highway System and for the purpose of safety, has created roadside areas and median strips on the State Highway System within the corporate limits of the VILLAGE; and

WHEREAS, the DEPARTMENT, at the VILLAGE's request, has agreed to reimburse the VILLAGE for the maintenance of turf and landscape, hereinafter referred to as the 'PROJECT', and

WHEREAS, the VILLAGE recognizes that said median strips and roadside areas contain turf and landscape, which shall be maintained in accordance with Exhibit "A", 'Maintenance Responsibilities', which is herein incorporated by reference; and

WHEREAS, the DEPARTMENT has programmed funding for the PROJECT under Financial Project Number 252372-2-78-01, and has agreed to reimburse the VILLAGE for turf and landscape maintenance elements which are outlined in the attached Exhibit "B", 'Project Limits & Financial Summary', which is herein incorporated by reference; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to **Section 339.08(e) and 339.12, Florida Statutes (F.S.);**

NOW, THEREFORE, in consideration of the premises, the mutual covenants and other valuable considerations contained herein, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and are incorporated into the body of this Agreement, as if fully set forth herein.

2. GENERAL REQUIREMENTS

- a. The VILLAGE shall submit this Agreement to its VILLAGE Commission for ratification or approval by resolution. A copy of said resolution is attached hereto as Exhibit "C", 'Village of Biscayne Park Resolution', and is herein incorporated by reference.
- b. The VILLAGE:
 - i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the VILLAGE during the term of this Agreement; and
 - ii. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
- c. The VILLAGE shall not commence the PROJECT until a Notice to Proceed has been provided from the DEPARTMENT, which shall become the effective date of this Agreement and shall not precede the date provided on page one (1) of the Agreement.
- d. The VILLAGE shall be responsible for the maintenance of all areas that have turf and landscape within the DEPARTMENT's right-of-way as described in Exhibit "A", 'Maintenance Responsibilities'.
- e. The VILLAGE shall be responsible for performing the required maintenance with a minimum frequency of twelve (12) times per year.
- f. All turf and landscape maintenance shall be in accordance with the latest edition of the State of Florida "Guide for Roadside Mowing" and the latest edition of the "Maintenance Rating Program".
- g. The VILLAGE shall submit a work schedule to the DEPARTMENT. In addition, before the VILLAGE starts the work, the DEPARTMENT shall be notified, via fax, of the state road(s) and the day(s) in which the VILLAGE will be working. The fax shall be sent to the attention of the North Miami-Dade Maintenance Engineer, at 305-640-7197.
- h. The VILLAGE shall not be responsible for the clean-up, removal and disposal of

debris from the DEPARTMENT's right of way following a natural disaster (i.e. hurricane, tornados, etc.). However, the cost of any cycle or part thereof impaired by any such event may be deducted from the DEPARTMENT's affected quarterly payment to the VILLAGE.

- i. It is understood between the parties hereto that all the landscaping covered by this Agreement may be removed, relocated or adjusted at any time in the future as found necessary by the DEPARTMENT in order that the adjacent state road be widened, altered or otherwise changed and maintained to meet with future criteria or planning of the DEPARTMENT.

3. FINANCIAL PROVISIONS

- a. Eligible PROJECT costs may not exceed THREE THOUSAND NINE HUNDRED EIGHTY DOLLARS AND ONE CENT (\$3,980.01), as outlined in Exhibit "B", 'Project Limits & Financial Summary'.
- b. The DEPARTMENT agrees to pay the VILLAGE for the herein described services at a compensation as detailed in this Agreement.
- c. The VILLAGE shall provide the following quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. Said deliverables consists of:
 - i. Small Machine Mowing
 - ii. Edging and Sweeping
 - iii. Litter Removal
- d. Invoices shall be submitted by the VILLAGE in detail sufficient for a proper pre-audit and post audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Section c above and Exhibit "B". Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager prior to payments.
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the VILLAGE and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section c has been met.
- f. Travel costs will not be reimbursed.
- g. The VILLAGE providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has five (5) working days to inspect and approve the goods and services. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher)

to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

- h. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the VILLAGE. Interest penalties of less than one (1) dollar will not be enforced unless the VILLAGE requests payment. Invoices have to be returned to the VILLAGE because of VILLAGE preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.
- i. A Vendor Ombudsman has been established within the Department of Financial Services. The Duties of this individual include acting as an advocate for the VILLAGE who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at 850-413-5516.
- j. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the VILLAGE's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.
- k. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of **Section 339.135(6)(a), F.S.**, are hereby incorporated:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than 1 year.”

- l. The DEPARTMENT's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.

4. COMMUNICATIONS

- a. All notices, requests, demands, consents, approvals and other communications which are required to be served or given hereunder, shall be in writing and hand-delivered or sent by either registered or certified U.S. mail , return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

To DEPARTMENT: Florida Department of Transportation
1000 NW 111th Avenue, Room 6205
Miami, FL 33172-5800
Attention: District Maintenance Engineer

To VILLAGE: Village of Biscayne Park
640 N.E. 114 Street
Biscayne Park, FL 33161
Attention: Ms. Ana Garcia, Village Manager

5. INVOICING

- a. The VILLAGE shall submit quarterly invoices for DEPARTMENT review, approval, and payment in accordance with this Agreement. Quarterly payments will be made upon invoice approval in an amount not to exceed one fourth of the eligible PROJECT costs. All costs charged to the PROJECT, including any approved services contributed by the VILLAGE or others, shall be supported by properly executed payroll, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- b. In the event temporary work by the DEPARTMENT's forces or by other Contractors temporarily prevent the VILLAGE from performing the work described in this Agreement, the DEPARTMENT shall deduct from the affected quarterly payment(s) the acreage affected area and only compensate the VILLAGE for the actual work it performs.
 - i. The DEPARTMENT shall initiate this procedure only if the temporary work prevents the VILLAGE from performing its work for a period of one (1) month or longer.
- c. In the event this Agreement is terminated as established in Section 8 herein, no payment will be prorated for the quarter in which termination occurs.

6. MAINTENANCE DEFICIENCIES

If the District Maintenance Engineer determines that the VILLAGE is not accomplishing its responsibilities under this Agreement, said District Maintenance Engineer may issue written notice, in care of the VILLAGE on notice thereof. Thereafter, the VILLAGE shall have a period of thirty (30) calendar days within which to correct the cited deficiency or deficiencies. If said deficiencies are not corrected within this time period the DEPARTMENT may, at its option, proceed as follows:

- a. Maintain the median or roadside area(s) declared deficient with DEPARTMENT and/or a Contractor's material, equipment and personnel. The actual cost for such work will be deducted from the DEPARTMENT's affected quarterly payment to the VILLAGE; or
- b. Terminate this Agreement.

7. EXPIRATION/RENEWAL

This Agreement is for a term of one (1) year beginning on the date provide in the Notice to Proceed; and may be renewed twice, only if mutually agreed to in writing by the DEPARTMENT and the VILLAGE. Any such renewal shall be subject to the same terms and conditions set forth in this Agreement, and shall be contingent upon both satisfactory VILLAGE performance evaluations by the DEPARTMENT and the availability of funds.

This Agreement may be extended if mutually agreed in writing by both parties, for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in this Agreement. There shall be only one (1) extension of this Agreement.

8. TERMINATION

This Agreement or part hereof, is subject to termination under any one of the following conditions:

- a. In the event the DEPARTMENT exercises the option identified by Section 6 of this Agreement.
- b. As mutually agreed by both parties.
- c. In accordance with **Section 287.058(1)(c), F.S.**, the DEPARTMENT shall reserve the right to unilaterally cancel this Agreement if the VILLAGE refuses to allow public access to any or all documents, papers, letters, or other materials made or received by the VILLAGE pertinent to this Agreement which are subject to provisions of Chapter 119, of the F.S.

9. ENTIRE AGREEMENT

This Joint Participation Agreement is the entire Agreement between the parties hereto, and it may be modified or amended only by mutual consent of the parties in writing.

10. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

11. AMENDMENT

This Agreement may be amended by mutual agreement of the DEPARTMENT and the VILLAGE expressed in writing, executed and delivered by each party.

12. INVALIDITY

If any part of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, if such remainder continues to conform to the terms and requirements of applicable law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the day and year above written.

VILLAGE OF BISCAYNE PARK:

**STATE OF FLORIDA, DEPARTMENT
OF TRANSPORTATION:**

BY: _____
VILLAGE MAYOR

BY: _____
**DIRECTOR, TRANSPORTATION
OPERATIONS**

ATTEST: _____
(SEAL) VILLAGE CLERK

ATTEST: _____
(SEAL) EXECUTIVE SECRETARY

LEGAL REVIEW:

VILLAGE ATTORNEY

DISTRICT CHIEF COUNSEL

Exhibit "A"

Maintenance Responsibilities

The VILLAGE shall be responsible for the maintenance of all turf and landscape areas within the DEPARTMENT's right of way on S.R. 915/NE 6th Avenue, as described below:

- a. Mow, cut and/or trim, and edge the grass or turf in accordance with the latest edition of the State of Florida "Guide for Roadside Mowing" and the latest edition of the "Maintenance Rating Program".
- b. Properly prune all plants, which include, but not limited to, plant and tree trimmings, in accordance with the latest edition of the "Maintenance Rating Program". Pruning such parts thereof which may present a visual or other safety hazard for those using or intending to use the right-of-way.
- c. Remove and properly dispose of litter from roadside and median strips.
- d. Remove and properly dispose of dead, diseased or otherwise deteriorated plants in their entirety.
- e. All work by the VILLAGE shall be executed on the roadway under a traffic control plan in accordance with DEPARTMENT's latest edition of the "FDOT Design Standards".

FDOT Financial Project Number: 252372-2-78-01

County: Miami-Dade

FDOT Project Manager: Guy Gladson, P.E. 305-640-7197

VILLAGE Project Manager: Ms. Ana Garcia, Village Manager

Exhibit "B"

Project Limits & Financial Summary

Below are the PROJECT limits and acreage of the areas to be maintained by the VILLAGE under this Agreement.

STATE RD.	LOCAL NAME	FROM	TO
915	NE 6 th Avenue	Biscayne Canal	NE 121 st Street

Item Description	Quantity (Acres)	# of Cycles	Total Agreement (Acres)	Unit Price	Total Amount Agreement
Mowing Small Machine (E104 4 3)	1.434	12	17.208	\$65.22	\$1,122.80
Litter Removal (E110 30)	1.434	24	34.416	\$42.12	\$1,449.80
Edging & Sweeping (E 110 32 1)	0.935	12	11.22	\$125.50	\$1,408.10
					\$3,980.01

TOTAL ANNUAL AMOUNT ELIGIBLE FOR REIMBURSEMENT: \$ 3,980.01

Exhibit "C"
Village of Biscayne Park Resolution

To be herein incorporated once approved by the VILLAGE Commission.



Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161

Tel: 305 899 8000

Fax: 305 891 7241

Mayor and Commission

Roxanna Ross
Mayor

Robert "Bob" Anderson
Vice Mayor

Steve Bernard
Commissioner

Albert Childress
Commissioner

Bryan Cooper
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk

July 27, 2011

To: Mayor Roxana Ross
Vice Mayor Steve Bernard
Commission Bob Anderson
Commissioner Al Childress
Commissioner Bryan Cooper

From: Ana M. Garcia, Village Manager

Re: **Resolution 2011-35**

Background Analysis:

In October 2011, an RFP was successfully concluded to obtain a contractor for the Phase III Stormwater drainage project. Magna Construction was chosen as the responsive low bidder for the project. Funding for this project came from the State of Florida Department of Environmental Services (DEP), with a match from CITT funds. While work progressed on the project, we provided continual updates to DEP as was required.

As the state of Florida works towards a balanced budget, Governor Rick Scott has looked high and dry to find the necessary dollars needed to balance the budget and that has included retrieving already allocated storm water monies. Millions of dollars have been recaptured by the state as cities throughout the state and Miami Dade County have lost millions that the state has taken back. (Please refer to attached e-mail dated March 8, 2011 from Angela Knecht, DEP.)

The office of the Village Manager, in collaboration with David Caserta, our government relations representative, have effectively worked to receive an extension (copy of the letter from DEP is attached). We continue to work with DEP as we closed Phase III of the Stormwater drainage project, and initiated and completed a smaller project on 109th Street and 9th Avenue. All have been done and completed under the approved deadline as we have managed to stay off the "List" and get the work done as our contractor has been multi tasking and working with us to complete projects even under inclement weather and weekends when he has had the opportunity. The total amount expended so far is \$166,548 which includes advertising, engineering, construction and administrative costs. The funding is 50% from the State (\$83,229) with a match from CITT funds (\$83,229)

As we continue to work towards improvements to the Village, especially where funding is available as in this case, we have identified several areas village wide that can benefit from drainage and street improvements (paving and striping) and we seek commission approval to proceed with these projects **pending confirmation from the State that the balance of the funding is available**. There are 10 additional locations which are listed on the attached overview which total \$211,000. Again, funding is 50% from the State (\$105,500) with a match from CITT funds (\$105,500). We have also included the contractor's quote, a photo of the location during the last storm, and a diagram/sketch design of each one.

Manager Recommendation

Page 1 of 2

Fiscal/Budgetary Impact:

Please refer to project overview detailing each project which includes the costs and funding sources.

Manager Recommendation:

Through our diligent efforts, we have made sure to keep up with all required quarterly reports to the State, answering inquiries from the State on project status, submitting required documents and maintaining constant communication with several members of DEP.

For the reasons stated above, Manager recommends waiving the competitive bidding process consistent with Section 2-139 of the purchasing ordinance and seeks approval to enter into a contract with Magna Construction and immediately move forward with the projects listed upon confirmation of the balance of the appropriated funds from the State of Florida, Department of Environmental Protection.

1
2
3 **RESOLUTION NO. 2011-35**
4

5 **RESOLUTION OF THE VILLAGE COMMISSION OF**
6 **THE VILLAGE OF BISCAYNE PARK SELECTING**
7 **MAGNA CONSTRUCTION AS THE CONTRACTOR**
8 **FOR THE ADDITIONAL STORMWATER DRAINAGE**
9 **PROJECTS UPON CONFIRMATION FROM THE**
10 **STATE OF FLORIDA DEPARTMENT OF**
11 **ENVIRONMENTAL PROTECTION OF THE**
12 **AVAILABLE BALANCE OF APPROPRIATED FUNDS;**
13 **AND FOR THE VILLAGE MANAGER AND VILLAGE**
14 **ATTORNEY TO NEGOTIATE THE CONTRACT FOR**
15 **AN AMOUNT NOT TO EXCEED \$211,000.00;**
16 **PROVIDING FOR AN EFFECTIVE DATE**
17

18
19 WHEREAS, in 2009, the Village was granted an appropriation from the State of
20 Florida Department of Environmental Protection for Stormwater improvements in the
21 amount of \$200,000; and
22

23 WHEREAS, the State funding required a dollar for dollar match which was
24 available to the Village form CITT (Citizens Independent Transportation Trust) funding
25 making \$400,000.00 the total amount available for Stormwater improvements; and,
26

27 WHEREAS, to date, the Village has expended just over \$166,000.00 with the
28 completion of the Phase III Stormwater Drainage Project, plus one additional location in
29 the Village apart from the route of Phase III; and,
30

31 WHEREAS, the Village seeks to utilize every cent of the funding available and
32 has identified ten (10) additional locations throughout the Village that are in need of
33 Stormwater and drainage improvements; and,
34
35

36 WHEREAS, using the same contractor, Magna Construction, that was awarded
37 the Phase III project as being the low bidder, has quoted \$211,000 as the cost for the
38 completion of these ten (10) projects; and,
39

40 WHEREAS, the office of the Village Manager has worked closely with the State
41 to insure that all quarterly reports, required documents and project updates were
42 submitted in a timely manner to insure we maintain the appropriated funding during a
43 time where several municipalities state wide have lost their funding under Governor
44 Rick Scott's review of every state dollar expended and appropriated; and,
45

46 WHEREAS, the office of the Village Manager has maintained constant
47 communication with the state and is awaiting confirmation based on the last project
48 status update that the balance of our appropriated funds is still available to be used for
49 these ten (10) new locations.
50

51
52
53 NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION
54 OF THE VILLAGE OF BISCAYNE PARK, FLORIDA

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and hereby made a specific part of this Resolution upon adoption hereof.

Section 2. Magna Construction is selected as the contractor for completion of the additional ten (10) Stormwater drainage projects upon confirmation from the State of Florida Department of Environmental Protection of the available balance of appropriated funds.

Section 3. The Village Manager and the Village Attorney are hereby authorized to negotiate the contract for the ten (10) Stormwater drainage projects for an amount not to exceed \$211,000.00. The complete listing of all projects associated with this appropriation as well as the quotes, plans and photographs of the ten (10) new locations, in substantial form, are attached and incorporated by reference into this resolution as exhibit 1.

Section 4. This Resolution shall become effective upon adoption.

PASSED AND ADOPTED this _____ day of August, 2011.

The foregoing resolution upon being put to a vote, the vote was as follows:

Roxanna Ross, Mayor

Mayor Ross: _____
Vice Mayor Anderson: _____
Commissioner Bernard: _____
Commission Childress: _____
Commissioner Cooper: _____

Attest:

Maria C. Camara, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney



Florida Department of Environmental Protection
 DEP Agreement No: LP8904
 Grantee Name: Village of Biscayne Park
 Funding Allocation: \$200,000

Date of Last Update: 7/28/11

PROJECT	SCHEDULE					FUNDING	
	Commission Approval	Design & Planning	Est Start Date	Pct of Work Completed	Completion Date	Planned Project Total	Planned DEP 50% Match Planned CITT 50% Match
Phase III Stormwater Improvement	Done	Done	3/15/2011	100%	7/31/2011	\$166,458	\$83,229 \$83,229

Village Wide Stormwater Improvements:

9th Ave & NE 109th Street	Done	Done	7/25/2011	100%	7/31/2011	\$9,800	\$4,900 \$88,129
						\$176,258	\$88,129

PROJECT	SCHEDULE					FUNDING	
	Commission Approval	Design & Planning	Est Start Date	Pct of Work Completed	Estimated Completion Date	Planned Project Total	Planned DEP 50% Match Planned CITT 50% Match
SW Corner of Ed Burke Park (113St / 9Ave)	8/2/2011	Done	8/31/2011	0%	9/28/2001	\$37,500	\$18,750 \$18,750
9th Ave & NE 115th Street	8/2/2011	Done	8/31/2011	0%	9/21/2011	\$9,800	\$4,900 \$4,900
115th St & NE 9th Avenue	8/2/2011	Done	9/8/2011	0%	10/7/2011	\$18,700	\$9,350 \$9,350
6th Ave & NE 113th Street	8/2/2011	Done	10/7/2011	0%	10/28/2011	\$8,800	\$4,400 \$4,400
115th St & NE 11th Place	8/2/2011	Done	10/7/2011	0%	10/28/2011	\$13,500	\$6,750 \$6,750
114th St & NE 6th Avenue	8/2/2011	Done	10/28/2011	0%	11/23/2011	\$24,200	\$12,100 \$12,100
115th St & NE 6th Avenue	8/2/2011	Done	10/28/2011	0%	11/23/2011	\$24,200	\$12,100 \$12,100
112th & 10th Avenue	8/2/2011	Done	10/28/2011	0%	12/28/2011	\$38,500	\$19,250 \$19,250
114th & 10th Avenue	8/2/2011	Done	11/28/2011	0%	12/28/2011	\$17,900	\$8,950 \$8,950
113th & 10th Avenue	8/2/2011	Done	11/28/2011	0%	12/28/2011	\$17,900	\$8,950 \$8,950
						\$211,000	\$105,500

\$387,629 **\$193,629** **\$193,629**

PROPOSAL



MAGNA CONSTRUCTION INC.
P.O.BOX 327418
FT.LAUDERDALE FL. 33332
954-680-2770 OFFICE/FAX



PROPOSAL SUBMITTED	DATE	
Maria Camara	7/8/2011	
CO.	JOB NAME	
Village of Biscayne Park	Drainage & Street Improvements	113 St. NE. & 9 Ave.
	JOB LOCATION	
	113 St. NE. 9 Ave.	
CITY, STATE & ZIP	PHONE	

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR THE FOLLOWING SCOPE OF WORK

Description	Quantities	Total
Installation of drainage system		
M. O. T.	1 LS	
P-10 Structure	1 each	
Baffle	1 each	
18" perforated HDPE	45 l.f.	
Demolition	1 LS	
Milling existing pavement 1"	1,100 sy	
1" Asphalt Resurfacing	1,100 sy	
Crosswalks at each corner around park	1 LS	
Repair asphalt apron drains	5 each	
Striping lines	1 LS	

*Notes: Permits, bonds, design, inspections are not included in proposal.

Total \$ 37,500.00

*** THIRTY SEVEN THOUSAND FIVE HUNDRED 00/00***

Payment to be made as follows:

Every Thirty days.

ALL MATERIAL IS GAURANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATIONS OR DEVIATIONS FROM ABOVE SPECIFICATION INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. . ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY GENERAL LIABILITY AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKMEN'S COMPENSATION INSURANCE.

The above prices specifications & conditions are satisfactory & are hereby accepted.

You are authorized to do the work as specified.

Payment will be made as outlined above.

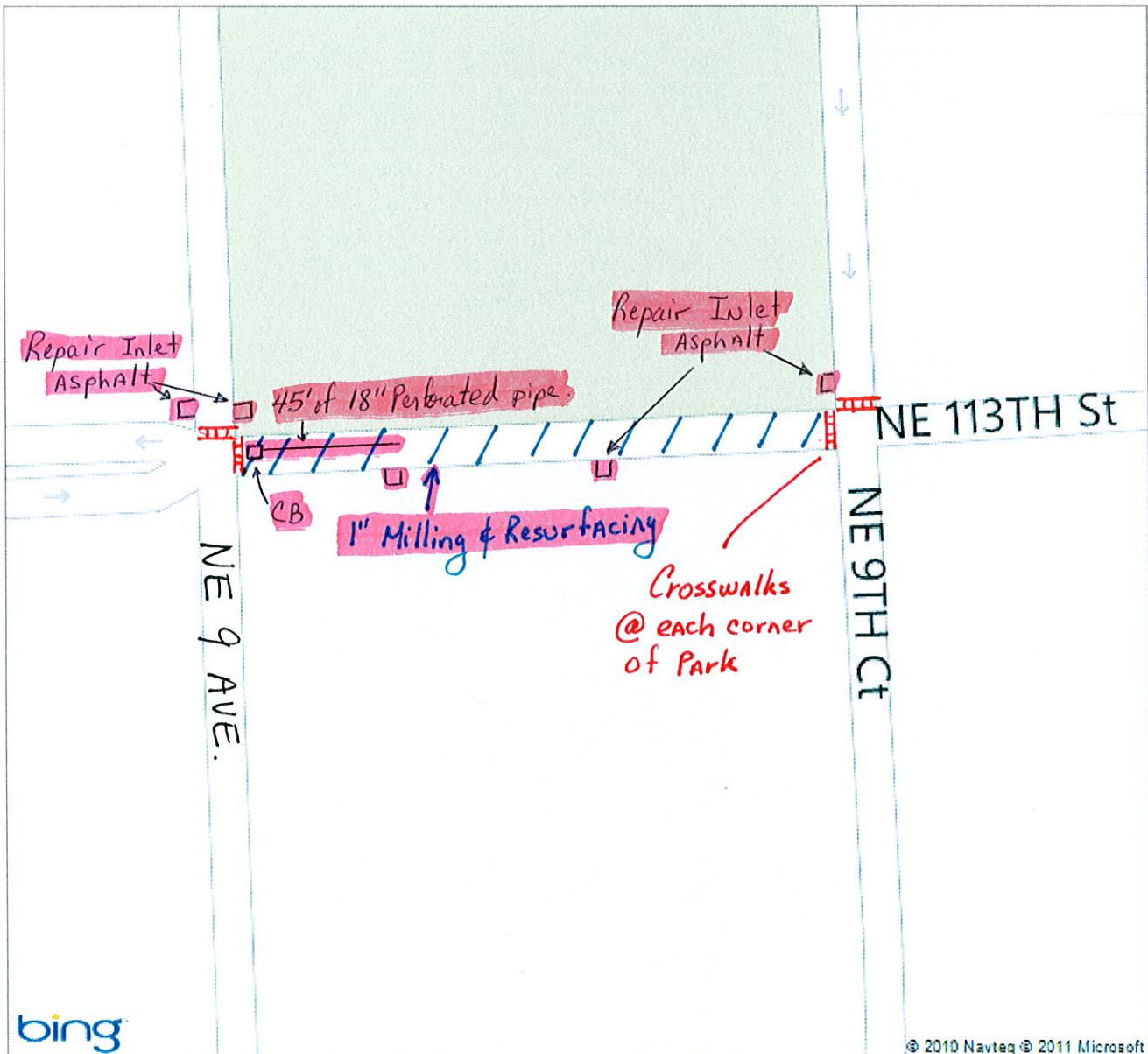
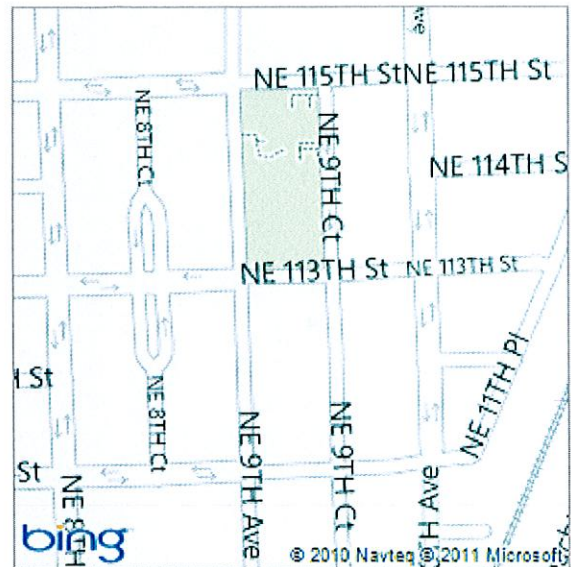
Authorized Signature _____
Date of Acceptance: _____



My Notes

Drainage Installation, Milling
& Resurfacing of damaged road.
Crosswalks at each intersection
& repair the Asphalt Inlets.

FREE! Use Bing 411 to find movies,
businesses & more: 800-BING-411





















PROPOSAL



MAGNA CONSTRUCTION INC.
P.O.BOX 327418
FT.LAUDERDALE FL. 33332
954-680-2770 OFFICE/FAX



PROPOSAL SUBMITTED BY		DATE	
Maria Camara		7/8/2011	
CO.	JOB NAME		
Village of Biscayne Park	Drainage & Street Improvements @ 941 NE. 115 St.		
	JOB LOCATION		
	941 NE. 115 St.		
CITY, STATE & ZIP	PHONE		

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR THE FOLLOWING SCOPE OF WORK

Description	Quantities	Total
Installation of drainage system		
M. O. T.	1 LS	
D-3 Structure	1 each	
Baffle	1 each	
18" perforated HDPE	25 lf.	
Demolition	1 LS	
Driveway restoration	400 sf.	
Density testing	1 LS	
Clean up	1 LS	

*Notes: Permits, bonds, design, inspections are not included in proposal.

Total \$ 9,800.00

*** NINE THOUSAND EIGHT HUNDRED 00/00***

Payment to be made as follows:

Every Thirty days.

ALL MATERIAL IS GAURANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATIONS OR DEVIATIONS FROM ABOVE SPECIIFICATION INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE.. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY GENERAL LIABILITY AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKMEN'S COMPENSATION INSURANCE.

The above prices specifications & conditions are satisfactory & are hereby accepted.
You are authorized to do the work as specified.
Payment will be made as outlined above.

Authorized Signature _____
Date of Acceptance: _____

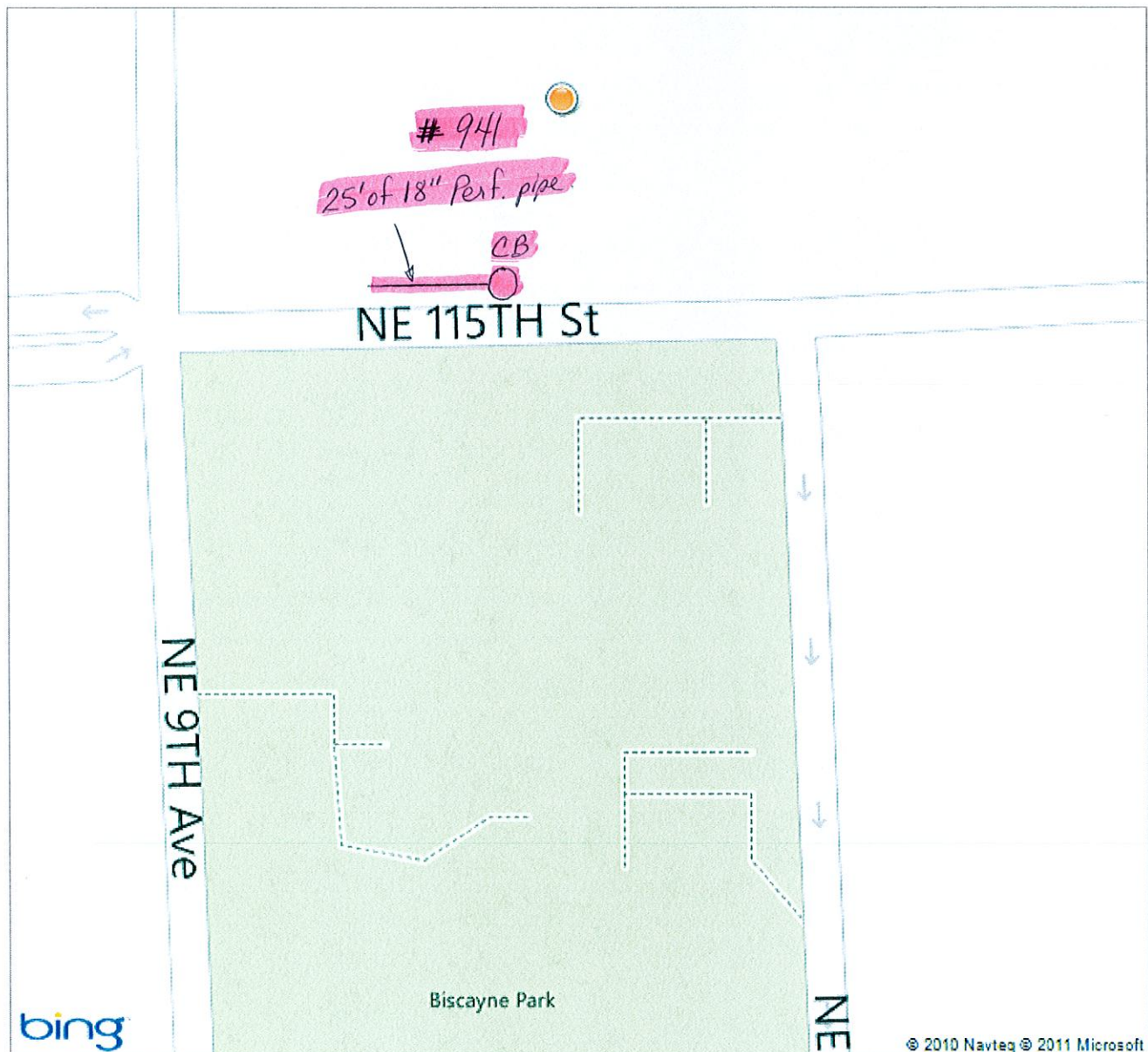
bing Maps

941 NE 115th St, Biscayne Park, FL 33161-6735

My Notes

Drainage Installation & restoration.

FREE! Use Bing 411 to find movies, businesses & more: 800-BING-411







PROPOSAL



MAGNA CONSTRUCTION INC.
P.O.BOX 327418
FT.LAUDERDALE FL. 33332
954-680-2770 OFFICE/FAX



PROPOSAL SUBMITTED BY Maria Camara		DATE 7/8/2011	
CO. Village of Biscayne Park		JOB NAME Drainage & Street Improvements	115 St. NE. 9 Ave.
		JOB LOCATION 11525 NE. 9 Ave.	
CITY, STATE & ZIP		PHONE	

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR THE FOLLOWING SCOPE OF WORK

Description	Quantities	Total
Installation of drainage system		
M. O. T.	1 LS	
D-3 Structure	2 each	
Baffle	1 each	
Remove existing structures	2 each	
18" perforated HDPE	45 l.f.	
Demolition	1 LS	
Road restoration	125 sf.	
Density testing	1 LS	
Clean up	1 LS	

*Notes: Permits, bonds, design, inspections are not included in proposal.

Total \$ 18,700.00

*** EIGHTEEN THOUSAND SEVEN HUNDRED 00/00***

Payment to be made as follows:
Every Thirty days.

ALL MATERIAL IS GAURANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATIONS OR DEVIATIONS FROM ABOVE SPECIFICATION INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE.. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY GENERAL LIABILITY AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKMEN'S COMPENSATION INSURANCE.

The above prices specifications & conditions are satisfactory & are hereby accepted.
You are authorized to do the work as specified.
Payment will be made as outlined above.

Authorized Signature _____
Date of Acceptance: _____

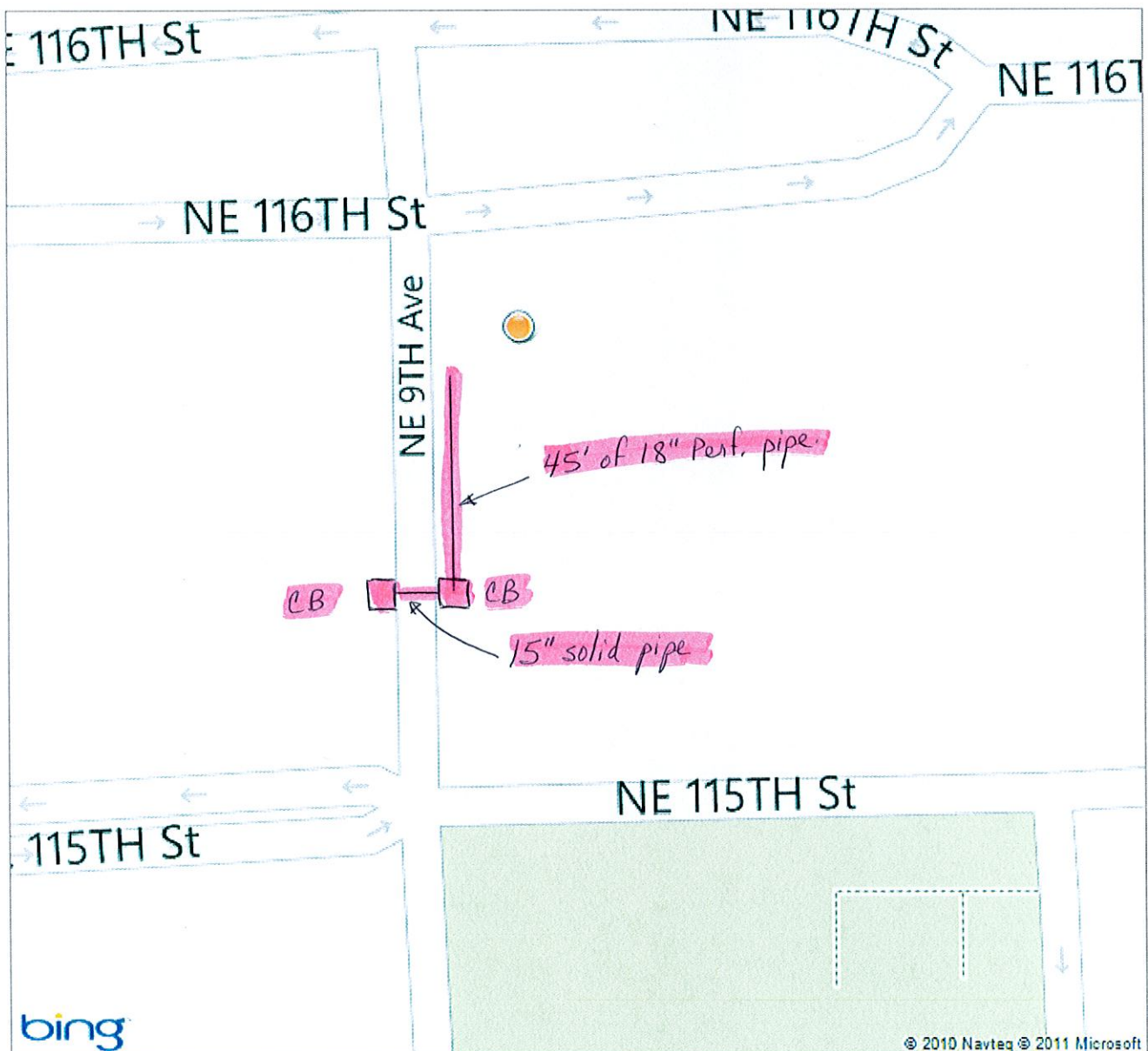
bing Maps

11525 NE 9th Ave, Biscayne Park, FL
33161-6707

My Notes

Drainage Installation &
restoration. Remove existing
CB.

FREE! Use Bing 411 to find movies,
businesses & more: 800-BING-411





PROPOSAL



MAGNA CONSTRUCTION INC.
P.O.BOX 327418
FT.LAUDERDALE FL. 33332
954-680-2770 OFFICE/FAX



PROPOSAL SUBMITTED BY	Maria Camara			DATE	7/8/2011		
CO.	Village of Biscayne Park			JOB NAME	Drainage & Street Improvements @ 6 Ave. NE. 113 St.		
				JOB LOCATION	6 Ave. NE. 113 St.		
CITY, STATE & ZIP				PHONE			

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR THE FOLLOWING SCOPE OF WORK

Description	Quantities	Total
Re-grade swale to create a proper drainage towards Inlet		
M. O. T.	1 LS	
Clearing & Grubbing	700 s.f.	
Swale reconstruction	700 s.f.	
Sod installation	700 s.f.	
Clean up	1 LS	

*Notes: Permits, bonds, design, inspections are not included in proposal.

Total \$ 8,800.00

*** EIGHT THOUSAND EIGHT HUNDRED 00/00***

Payment to be made as follows:

Every Thirty days.

ALL MATERIAL IS GAURANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATIONS OR DEVIATIONS FROM ABOVE SPECIFICATION INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY GENERAL LIABILITY AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKMEN'S COMPENSATION INSURANCE.

The above prices specifications & conditions are satisfactory & are hereby accepted.

You are authorized to do the work as specified.

Payment will be made as outlined above.

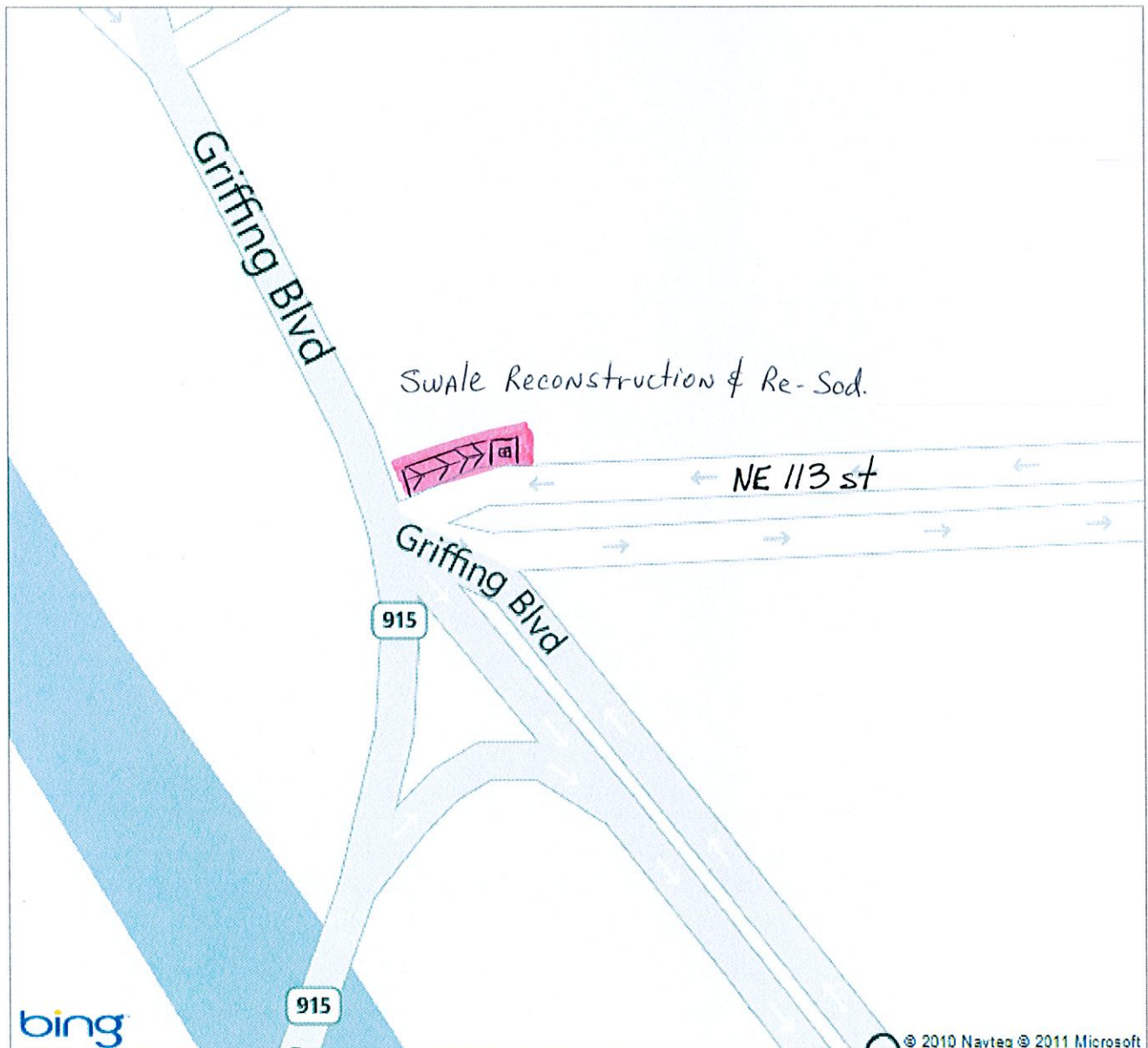
Authorized Signature _____
Date of Acceptance: _____

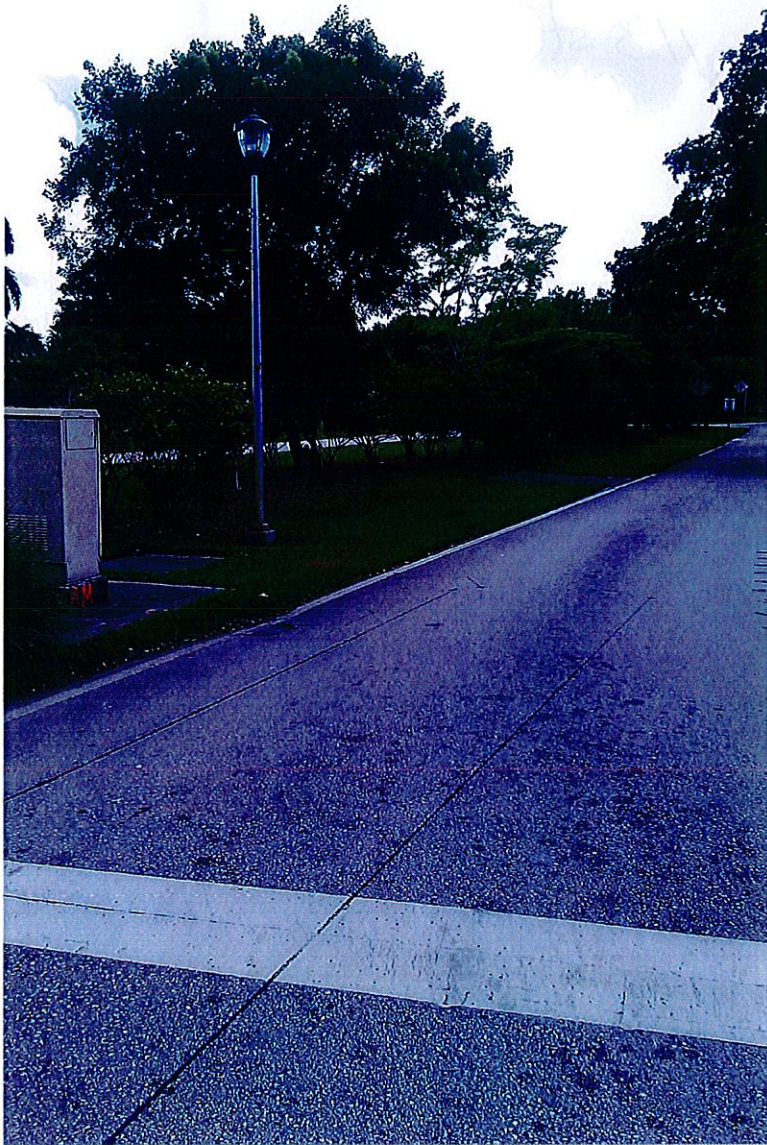
bing Maps

My Notes

Swale reconstruction in
order to pitch rain water
towards the existing
catch Basin.

FREE! Use Bing 411 to find movies,
businesses & more: 800-BING-411

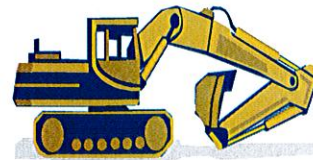




PROPOSAL



MAGNA CONSTRUCTION INC.
P.O.BOX 327418
FT.LAUDERDALE FL. 33332
954-680-2770 OFFICE/FAX



PROPOSAL SUBMITTED BY	DATE	
Maria Camara	7/8/2011	
CO.	JOB NAME	
Village of Biscayne Park	Drainage & Street Improvements NE. 11 pl. & 115 St.	
	JOB LOCATION	
	11599 NE. 11 Pl.	
CITY, STATE & ZIP	PHONE	

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR THE FOLLOWING SCOPE OF WORK

Description	Quantities	Total
Installation of a drainage system		
M. O. T.	1 LS	
D-3 Structure	1 each	
Baffle	1 each	
18" perforated HDPE	25 l.f.	
Demolition	1 LS	
Driveway restoration	800 sf.	
Density testing	1 LS	
Clean up	1 LS	

*Notes: Permits, bonds, design, inspections are not included in proposal.

Total \$ 13,500.00

*** THIRTEEN THOUSAND FIVE HUNDRED 00/00***

Payment to be made as follows:

Every Thirty days.

ALL MATERIAL IS GAURANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATIONS OR DEVIATIONS FROM ABOVE SPECIFICATION INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY GENERAL LIABILITY AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKMEN'S COMPENSATION INSURANCE.

The above prices specifications & conditions are satisfactory & are hereby accepted.

You are authorized to do the work as specified.

Payment will be made as outlined above.

Authorized Signature _____
Date of Acceptance: _____

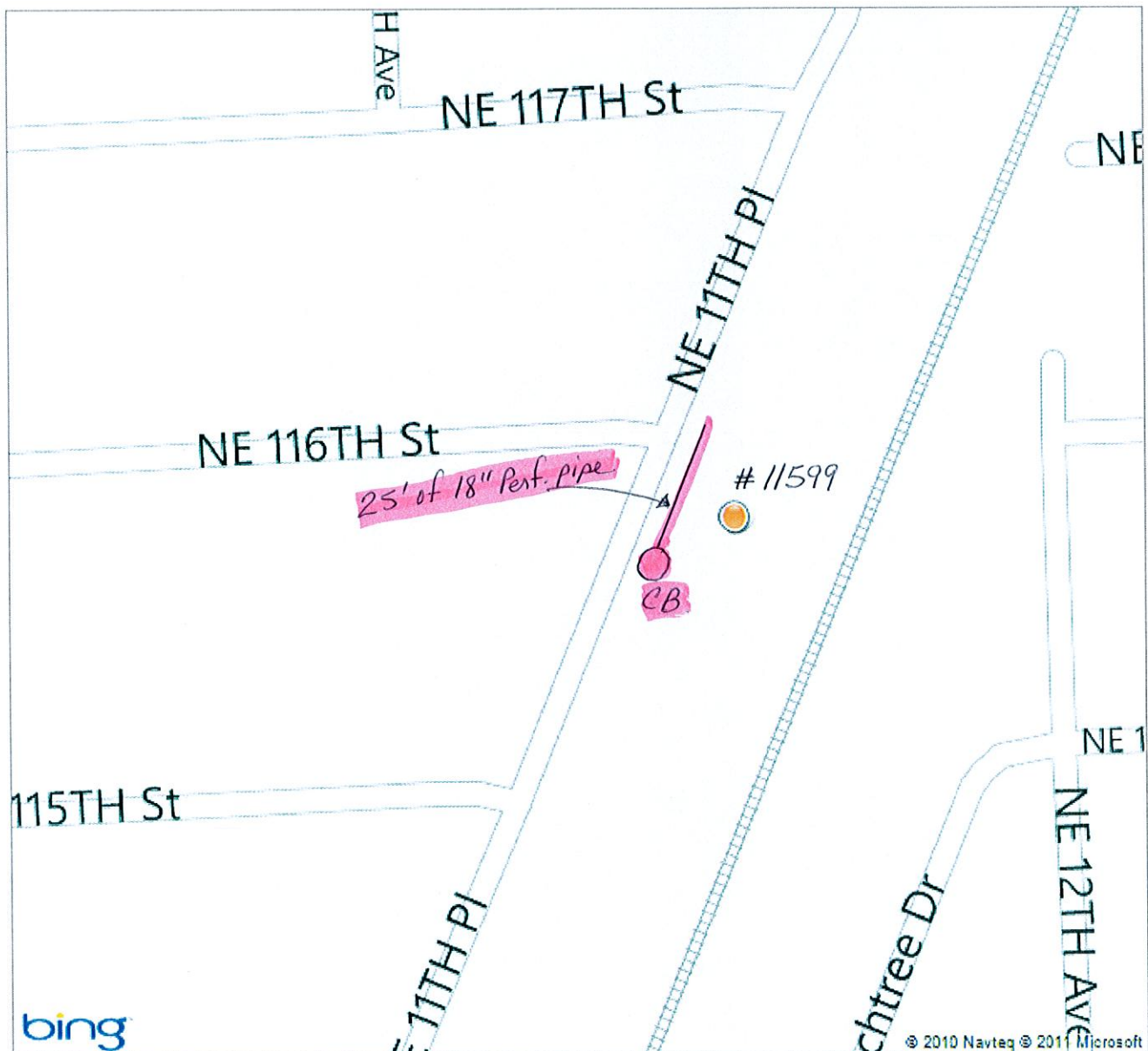
bing Maps

11599 NE 11th Pl, Biscayne Park, FL 33161-6723

My Notes

Drainage Installation & Restoration.

FREE! Use Bing 411 to find movies, businesses & more: 800-BING-411

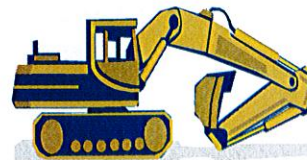




PROPOSAL



MAGNA CONSTRUCTION INC.
P.O.BOX 327418
FT.LAUDERDALE FL. 33332
954-680-2770 OFFICE/FAX



PROPOSAL SUBMITTED		DATE	
Maria Camara		7/8/2011	
CO.	Village of Biscayne Park	JOB NAME	Drainage & Street Improvements 114 St. NE. & 6 Ave.
		JOB LOCATION	114 St. NE. 6 Ave.
CITY, STATE & ZIP		PHONE	

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR THE FOLLOWING SCOPE OF WORK

Description	Quantities	Total
Installation of drainage system		
M. O. T.	1 LS	
D-3 Structure	1 each	
Baffle	1 each	
Manhole Structure with crossing	1 each	
18" perforated HDPE	45 l.f.	
Demolition	1 LS	
Road restoration	600 sf.	
Density testing	1 LS	
Clean up	1 LS	

*Notes: Permits, bonds, design, inspections are not included in proposal.

Total \$ 24,200.00

*** TWENTY FOUR THOUSAND TWO HUNDRED 00/00***

Payment to be made as follows:

Every Thirty days.

ALL MATERIAL IS GAURANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATIONS OR DEVIATIONS FROM ABOVE SPECIFICATION INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY GENERAL LIABILITY AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKMEN'S COMPENSATION INSURANCE.

The above prices specifications & conditions are satisfactory & are hereby accepted.

You are authorized to do the work as specified.

Payment will be made as outlined above.

Authorized Signature _____

Date of Acceptance: _____

bing Maps

11525 NE 9th Ave, Biscayne Park, FL
33161-6707

My Notes

Drainage Installation &
road restoration.

FREE! Use Bing 411 to find movies,
businesses & more: 800-BING-411





PROPOSAL



MAGNA CONSTRUCTION INC.
P.O.BOX 327418
FT.LAUDERDALE FL. 33332
954-680-2770 OFFICE/FAX



PROPOSAL SUBMITTED BY	DATE	
Maria Camara	7/8/2011	
CO.	JOB NAME	
Village of Biscayne Park	Drainage & Street Improvements	115 St. NE. & 6 Ave.
	JOB LOCATION	
	115 Ave. NE.	6 Ave.
CITY, STATE & ZIP	PHONE	

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR THE FOLLOWING SCOPE OF WORK

Description	Quantities	Total
Installation of drainage system		
M. O. T.	1 LS	
D-3 Structure	1 each	
Baffle	1 each	
Manhole Structure with crossing	1 each	
18" perforated HDPE	45 lf.	
Demolition	1 LS	
Road restoration	600 sf.	
Density testing	1 LS	
Clean up	1 LS	

*Notes: Permits, bonds, design, inspections are not included in proposal.

Total \$ 24,200.00

*** TWENTY FOUR THOUSAND TWO HUNDRED 00/00***

Payment to be made as follows:

Every Thirty days.

ALL MATERIAL IS GAURANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATIONS OR DEVIATIONS FROM ABOVE SPECIFICATION INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE.. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY GENERAL LIABILITY AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKMEN'S COMPENSATION INSURANCE.

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You are authorized to do the work as specified.

Payment will be made as outlined above.

Authorized Signature _____
Date of Acceptance: _____

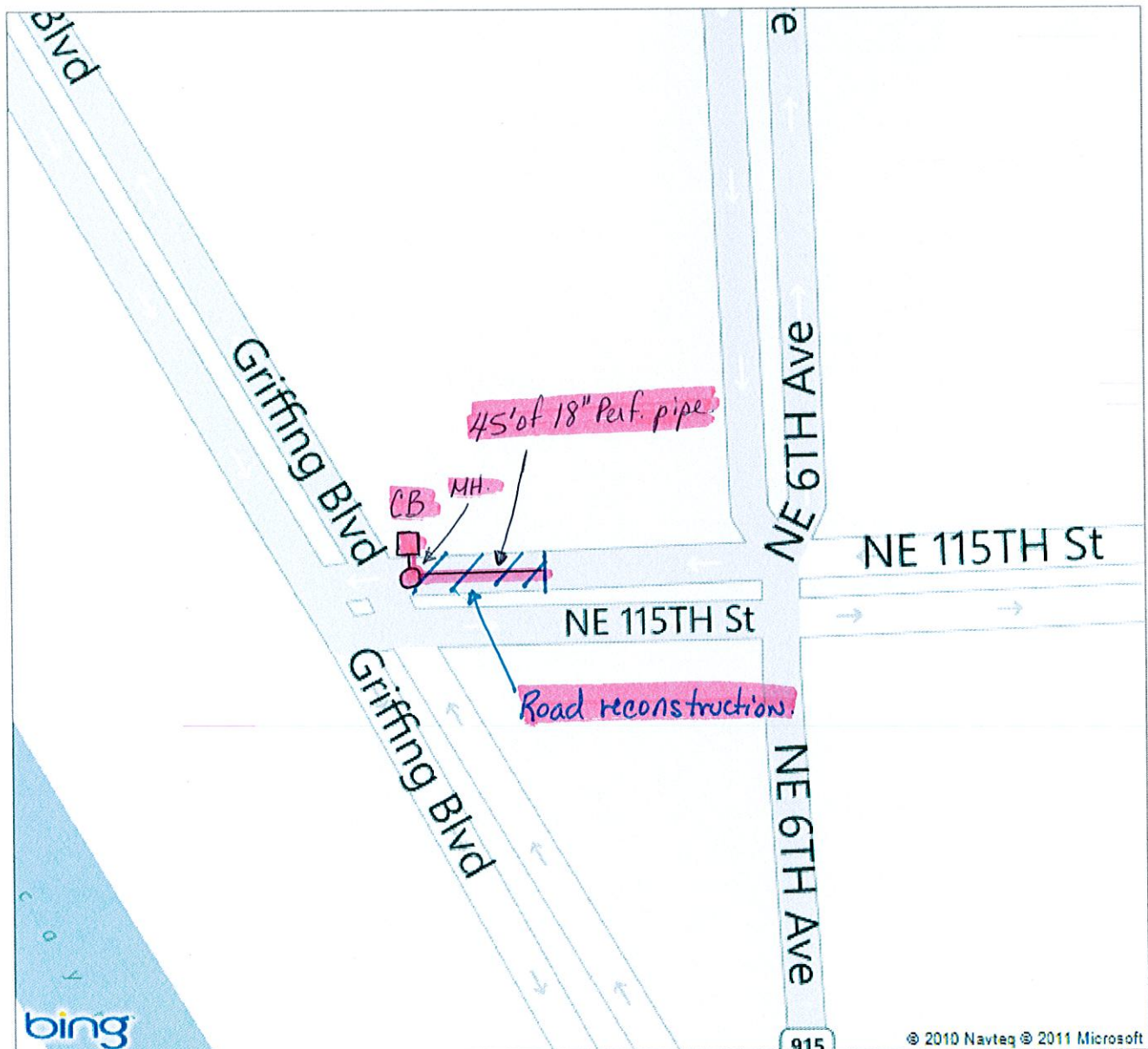
bing Maps

11525 NE 9th Ave, Biscayne Park, FL
33161-6707

My Notes

Drainage Installation &
road reconstruction.

FREE! Use Bing 411 to find movies,
businesses & more: 800-BING-411

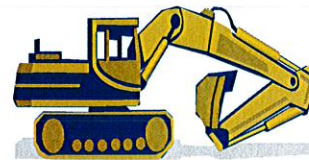




PROPOSAL



MAGNA CONSTRUCTION INC.
P.O.BOX 327418
FT.LAUDERDALE FL. 33332
954-680-2770 OFFICE/FAX



PROPOSAL SUBMITTED ' Maria Camara		DATE 7/27/2011	
CO. Village of Biscayne Park		JOB NAME	Drainage & Street Improvements 1007 NE. 112 St.
		JOB LOCATION	1007 NE. 112 St.
CITY, STATE & ZIP		PHONE	

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR THE FOLLOWING SCOPE OF WORK

Description	Quantities	Total
Installation of drainage system		
M. O. T.	1 LS	
D-3 Structure	3 each	
Baffle	3 each	
18" perforated HDPE	100 l.f.	
15" solid HDPE (crossing)	22 l.f.	
Road restoration	125 sf.	
Density testing	1 LS	
Milling 1"	585 sy.	
1" Asphalt Overlay Type S-3	585 sy.	
Clean up	1 LS	

*Notes: Permits, bonds, design, inspections are not included in proposal.

Total \$ 38,500.00

*** THIRTY EIGHT THOUSAND FIVE HUNDRED 00/00***

Payment to be made as follows: **Every Thirty days.**

ALL MATERIAL IS GAURANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATIONS OR DEVIATIONS FROM ABOVE SPECIFICATION INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE.. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY GENERAL LIABILITY AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKMEN'S COMPENSATION INSURANCE.

The above prices specifications & conditions are satisfactory & are hereby accepted.
You are authorized to do the work as specified.
Payment will be made as outlined above.

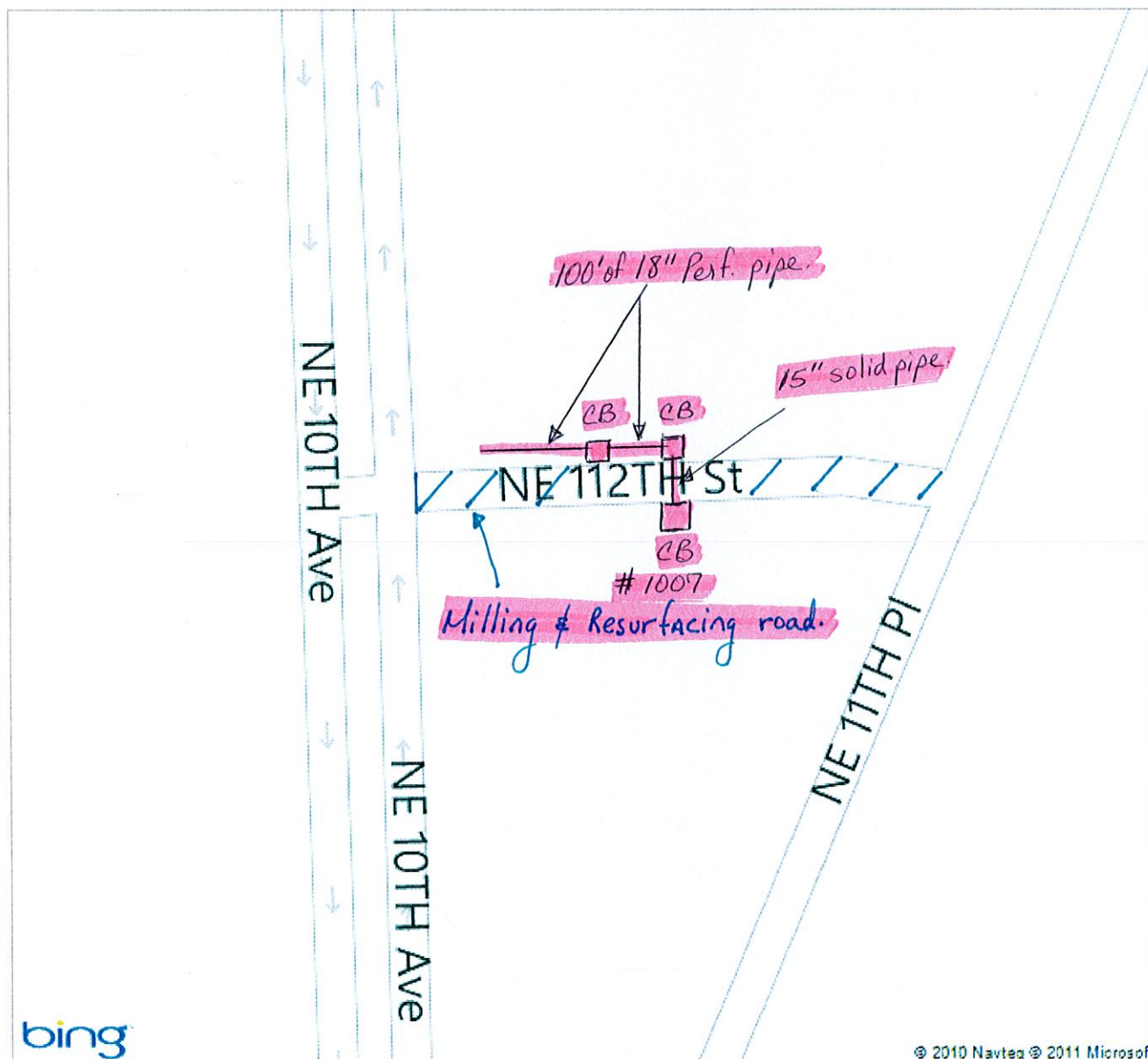
Authorized Signature _____
Date of Acceptance: _____

bing Maps

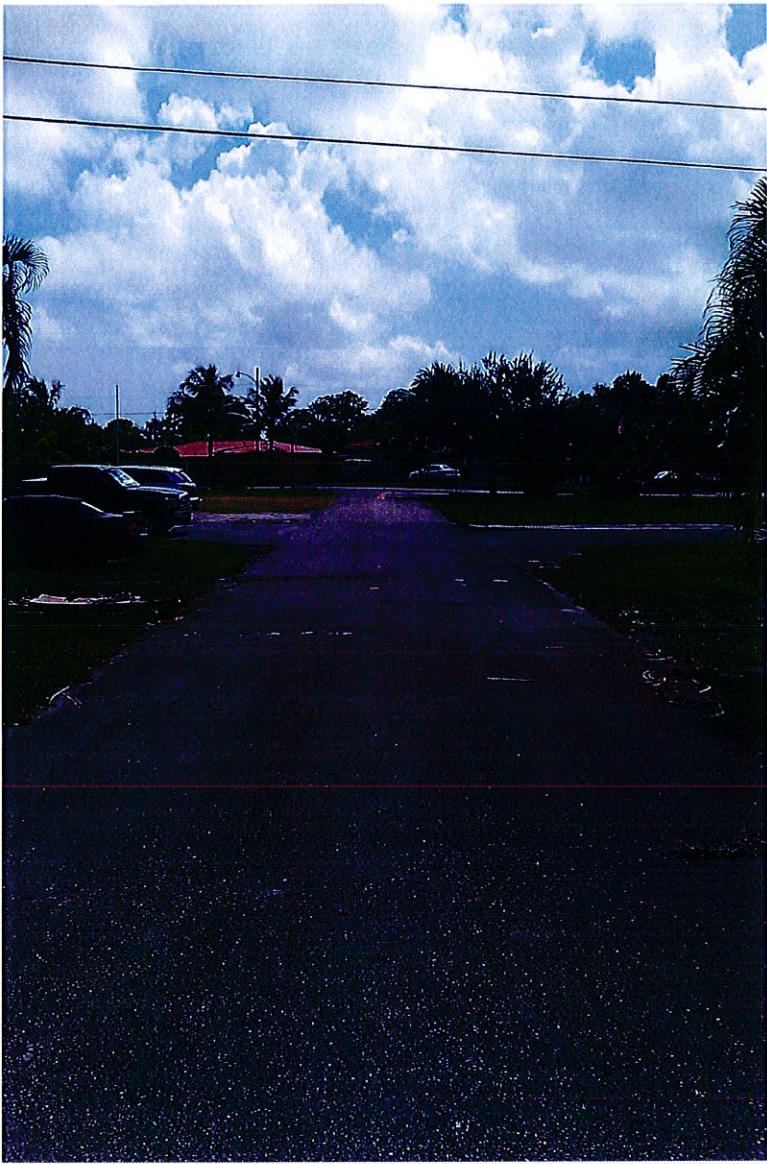
My Notes

Drainage Installation & Milling & resurfacing road, that is damaged with Dip at center of road

FREE! Use Bing 411 to find movies, businesses & more: 800-BING-411







PROPOSAL



MAGNA CONSTRUCTION INC.
P.O.BOX 327418
FT.LAUDERDALE FL. 33332
954-680-2770 OFFICE/FAX



PROPOSAL SUBMITTED BY Maria Camara		DATE 7/27/2011	
CO. Village of Biscayne Park		JOB NAME Drainage & Street Improvements 11440 NE. 10 Ave.	
		JOB LOCATION 11440 NE. 10 Ave.	
CITY, STATE & ZIP		PHONE	

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR THE FOLLOWING SCOPE OF WORK

Description	Quantities	Total
Installation of drainage system		
M. O. T.	1 LS	
D-3 Structure	2 each	
Baffle	1 each	
18" perforated HDPE	45 l.f.	
15" solid HDPE (crossing)	22 l.f.	
End Cap	1 LS	
Road restoration	125 sf.	
Density testing	1 LS	
Clean up	1 LS	

*Notes: Permits, bonds, design, inspections are not included in proposal.

Total \$ 17,900.00

*** SEVENTEEN THOUSAND NINE HUNDRED 00/00***

Payment to be made as follows:

Every Thirty days.

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Authorized Signature _____
Date of Acceptance: _____

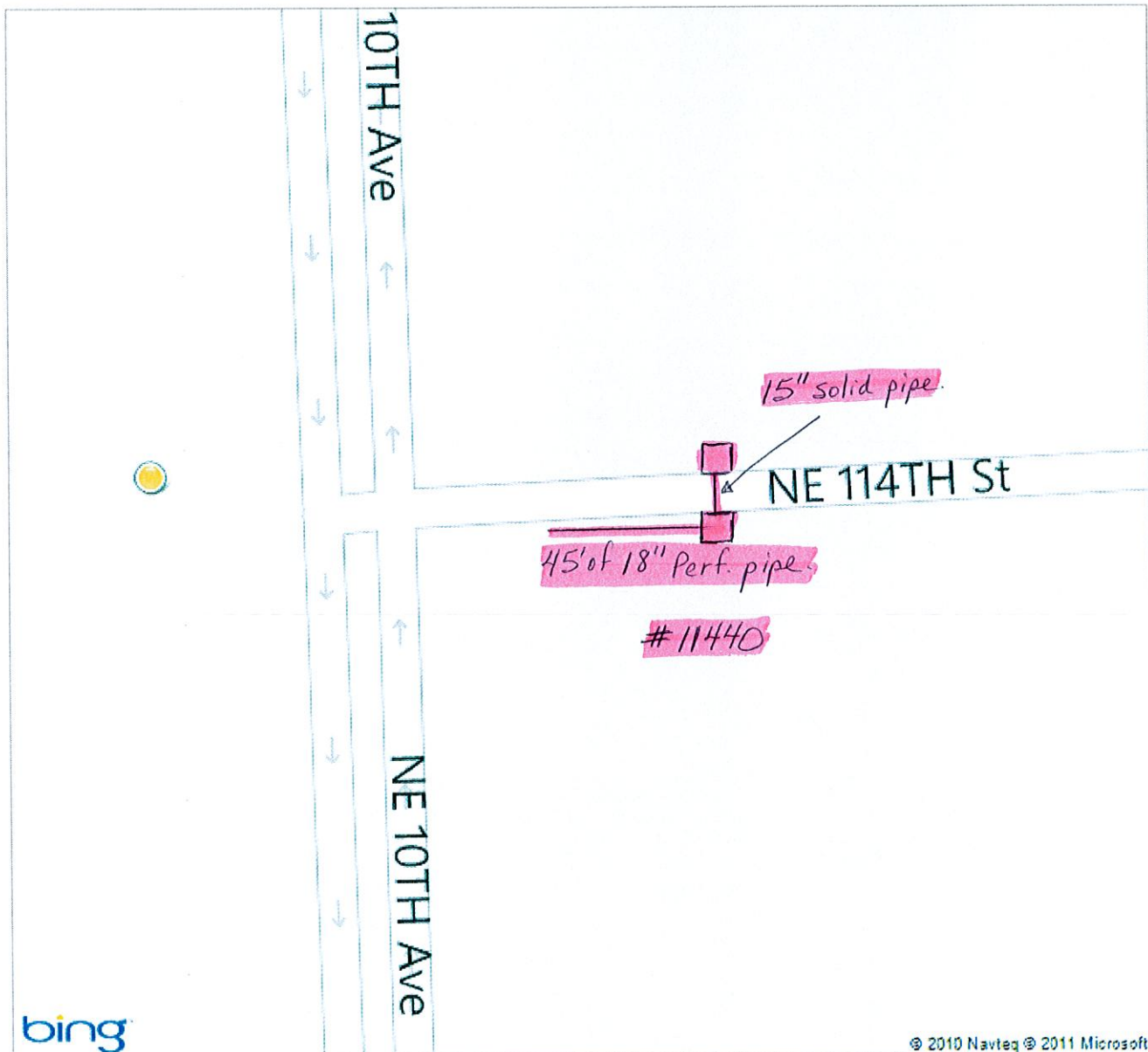
bing Maps

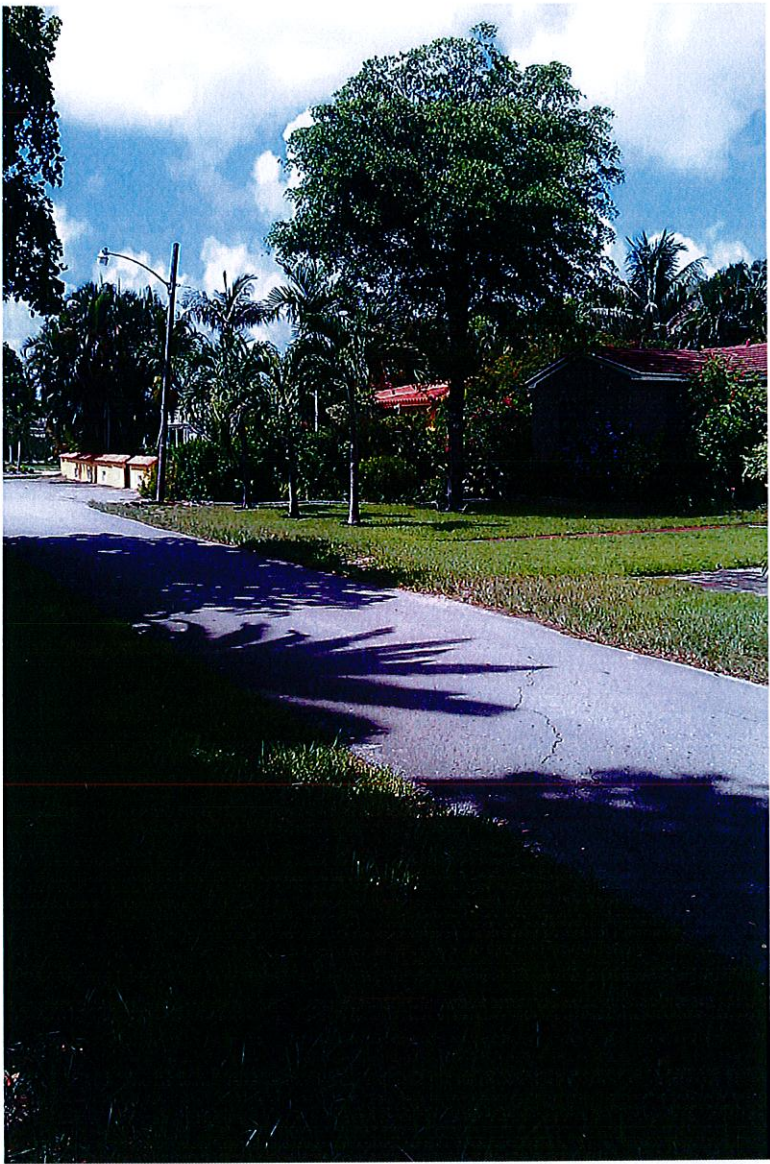
11440 NE 10th Ave, Biscayne Park, FL 33161-6718

My Notes

Drainage Installation & restoration.

FREE! Use Bing 411 to find movies, businesses & more: 800-BING-411







PROPOSAL



MAGNA CONSTRUCTION INC.

P.O. BOX 327418
FT. LAUDERDALE FL. 33332
954-680-2770 OFFICE/FAX



PROPOSAL SUBMITTED BY Maria Camara	DATE 7/27/2011	
CO. Village of Biscayne Park	JOB NAME Drainage & Street Improvements	1015 NE. 113 St.
	JOB LOCATION 1015 NE. 113 St.	
CITY, STATE & ZIP	PHONE	

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR THE FOLLOWING SCOPE OF WORK

Description	Quantities	Total
Installation of drainage system		
M. O. T.	1 LS	
D-3 Structure	2 each	
Baffle	1 each	
18" perforated HDPE	45 l.f.	
15" solid HDPE (crossing)	22 l.f.	
End Cap	1 LS	
Road restoration	125 sf.	
Density testing	1 LS	
Clean up	1 LS	

*Notes: Permits, bonds, design, inspections are not included in proposal.

Total \$ 17,900.00

*** SEVENTEEN THOUSAND NINE HUNDRED 00/00***

Payment to be made as follows:

Every Thirty days.

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Authorized Signature _____

Date of Acceptance: _____

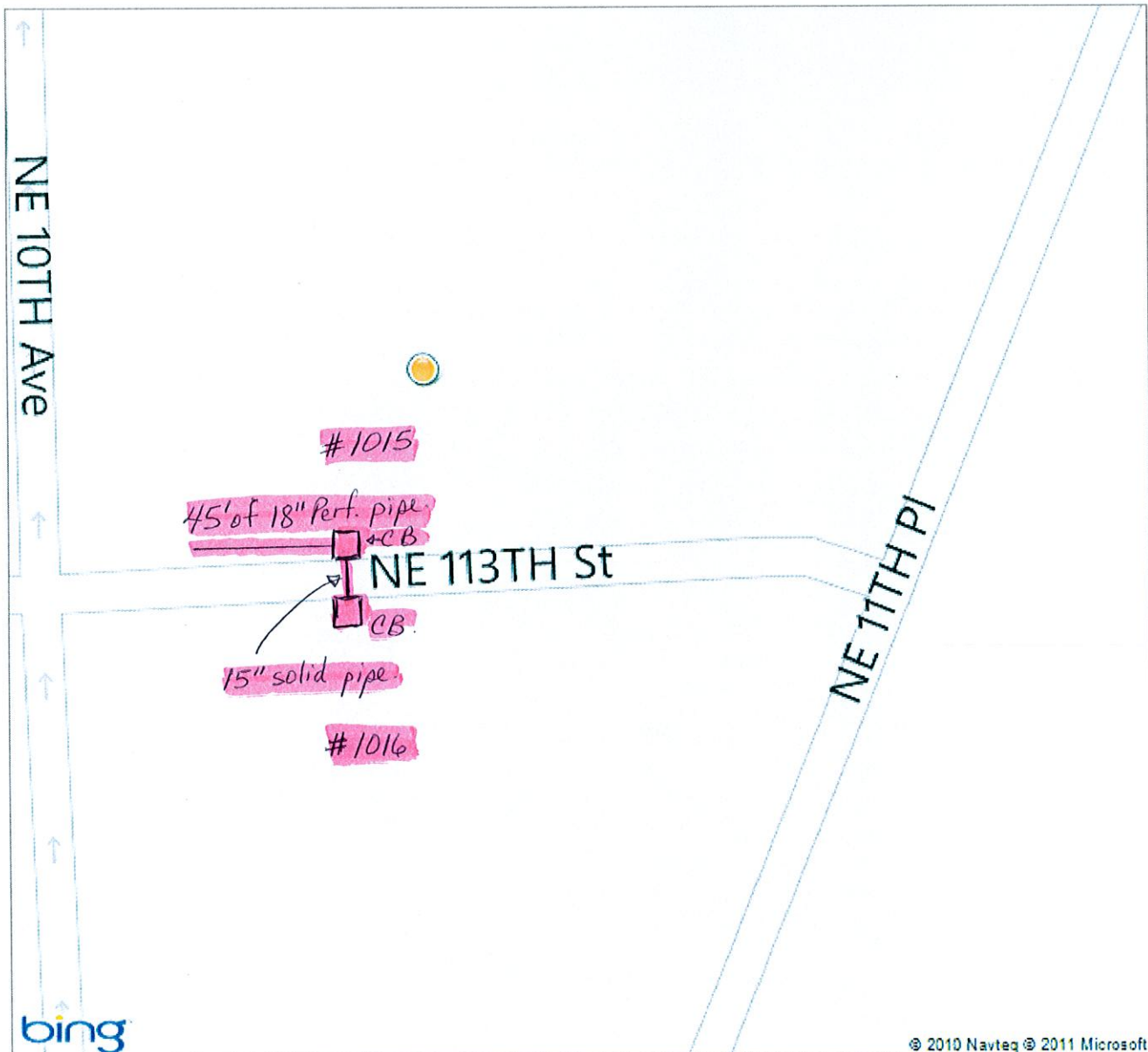
bing Maps

1015 NE 113th St, Biscayne Park, FL 33161-6731

My Notes

Drainage Installation & restoration

FREE! Use Bing 411 to find movies, businesses & more: 800-BING-411







Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard, Jr.
Secretary

FED EX - DELIVERY CONFIRMATION REQUIRED

JUL 21 2011

Ms. Ana Garcia, Village Manager
Village of Biscayne Park
640 Northeast 114th Street
Biscayne Park, Florida 33161

Re: LP8904 - Village of Biscayne Park
Biscayne Park Stormwater Project Phase III

Dear Ms. Garcia:

Enclosed is one original of Amendment 1 to your stormwater improvement project. The amendment extends the date of completion for the project. The amendment is now in effect.

If we may be of further assistance, please contact Lekenya Beal at 850/245-8358.

Sincerely,

Phil Coram, P.E., Deputy Director
Division of Water Resource
Management

PC/lb

Enclosure

cc: Maria Camara - Village of Biscayne Park
Michael Arciola - Village of Biscayne Park

village clerk

From: Knecht, Angela [Angela.Knecht@dep.state.fl.us]
Sent: Monday, March 07, 2011 4:53 PM
To: abalogun@ciytofsouthmiami.net; akennedy@flaglercounty.org; becknelj@talgov.com; ddransfield@comcast.net; dsollenberger@plantcitygov.com; dware@cityoffortmeade.com; falkhatib@flaglercounty.org; fcoughenour@plantcitygov.com; fhiliard@cityoffortmeade.com; gail.mowry@marioncountyfl.org; jolivo@cityofsouthmiami.net; jshanahan@fwb.org; mayor@miamidade.gov; mbeedie@fwb.org; mwright@hcbcc.org; oskowisj@talgov.com; Pam.lorio@ci.tampa.fl.us; papem@miamidade.gov; pbrangaccio@cityofnsb.com; pgh@miamigov.com; psalerno@coralgables.com; pyronl@hillsboroughcounty.org; rbenford@northmiamifl.gov; Rcarlton@townofsurfside.gov; rcasals@cutlerbay-fl.gov; reya@miamilakes-fl.gov; rherrada@cityofsweetwater.fl.gov; ritcheyg@codb.us; rwalesky@pbcgov.org; rwasson@bayharborislands.net; salexander@cutlerbay-fl.gov; seth.kohn@cityofbradentcn.com; SiabaH@MiamiLakes-FL.gov; Skazemi@cityftmyers.com; Slee@calvin-giordano.com; slsharps@pbcwater.com; spayne@portcanaveral.com; steijlenr@hillsboroughcounty.org; tbarnden@mywakulla.com; Tjackson@pgorda.us; tocadmin@windstream.net; tocpwd@windstream.net; tracy.straub@marioncountyfl.org; tSchrader@pascocountyfl.net; VillageClerk@BiscayneParkfl.gov; VillageManager@BiscayneParkfl.gov; WilliamsR@MiamiSprings-FL.gov; aarrington@mydavenport.org; abravo@miamigov.com; adelgado@coralgables.com; aghany@northmiamifl.gov; AlamP@leoncountyfl.gov; Alperez@hollywoodfl.org; anitat@lauderdalelakes.org; APSmith@cityftmyers.com; Bach.McClure@brevardcounty.us; Bgarcia@Debary.org; blackburnrd@ci.gainesville.fl.us; bob.pushkin@nbvillage.com; BorgmannJ@MiamiSprings-FL.gov; brent.morris@tampagov.net; brownjoe@leoncountyfl.gov; chisolmj@codb.us; Chuck.Walter@ci.tampa.fl.us; City_manager@opalockafl.gov; citymgr@pgorda.us; cmigoya@miamigov.com; Cmillier@Palmettofl.org; cnoble@portcanaveral.com; conniev@craigasmith.com; D\$commissioner@brevardcounty.us; Dale_Williams@columbiacountyfla.com; David_Kraus@columbiacountyfla.com; dbblack@villageofelpportal.org; dbowles@greencovesprings.com; dbrown@coralgables.com; deesef@hillsboroughcounty.org; Dist5@leegov.com; Dparrott@Debary.org; eabia@opalockafla.gov; ematos@tohowater.com; fbruno@co.volusia.fl.us; ferwd@aug.com; fthomas@moorehaven.net; fthony@opalockafl.gov; gfabrikant@miamigov.com; gkephart@coralgables.com; gleeis@jea.com; glicksbergd@hillsboroughcounty.org; gmarwick@co.volusia.fl.us; gpirri@nbvillage.com; hagank@hillsboroughcounty.org; Hahn@coj.net; HarrisH@oaklandpark.org; HoC@hillsboroughcounty.org; jbrea@cityofhomestead.com; jcjimenez@bayharborislands.net; jkennington-korf@hendryfla.net; john.cumming@cityofbradenton.com; JohnS@OaklandParkFL.org; joyce@coj.net; jpapinaw@hendryfla.net; jpiazza@wpb.org; jwalker@villageofelpportal.org; jwasserman@hollywoodfl.org; KARUNAAJ@leegov.com; kdonahue@port-orange.org; Kerris@coj.net; khutzelman@cityoffrostproof.com; Kmarcus@pcbgov.org; kparker@port-orange.org; Kresheidat@cityofnsb.com; larryt@lauderdalelakes.org; lfrankel@wpb.org; makrb@abalc.com; mark.edwards@bocc.citrus.fl.us; mayor@mydavenport.org; Mayor@Palmettofl.org; mayorhenderson@cityftmyers.com; mbrantley@moorehaven.net; mgarrett@pascocountyfl.net; mkelter@bellsouth.net; mlmarono@cityofsweetwater.fl.gov; mnull@greencovesprings.com; mshehadeh@cityofhomestead.com

Subject: Legislative Project Request
Importance: High

You are receiving this notification because your governmental entity previously received a specific appropriation from the Florida Legislature for a water restoration grant through the Department of Environmental Protection (DEP). The Governor's Office and Legislature have directed DEP to provide regular updates on the lists of projects (and project sponsors) that have not requested disbursement of funds under their grants.

Sections 16 through 20 of the Governor's Recommended General Appropriations Act (GAA) would revert—that is, require the return of—the funding your governmental entity received (please see the detailed list, below, as it appears in the recommended GAA). Simply because of the timing associated with preparing the Governor's proposed budget, the list includes a number of projects that have recently received disbursements.

The Legislature is currently reviewing the Governor's budget recommendations for purposes of preparing their own recommended budgets:

- If you have already received or requested a disbursement, please so advise immediately so we can confirm the amount with our records.
- If you have not requested a reimbursement to date, we need to provide updated information to the Governor's Office and Legislature immediately if you anticipate doing so.

Please also include with your email the current project status (have you completed design, permitting, bidding, started construction; what is the length of construction, construction percentage complete, expected completion date; have you incurred costs? If yes, how much?; what expenses will the reimbursement request cover? what is the anticipated date for reimbursement?

If your project has not yet begun construction, but you want to retain the grant, you are welcome to provide a justification for continued funding—however, please recognize that the decision about your funding will not be made by DEP, but we will forward it to the Governor's Office and Legislature. In addition, based on the Governor's recommendation and pending legislative consideration, we do not expect to receive approval to extend current funding agreements for projects that have not yet begun construction.

Please respond by close of business Friday, March 11 with the requested information. Email it to Cynthia.Kelly@dep.state.fl.us and Robert.Holmden@dep.state.fl.us. If you do not respond by the requested date, your information may not be considered.

If you have questions, please contact Bob Holmden at 850-245-8394.

FISCAL YEAR 2011-12 AND FISCAL YEAR 2012-13

G_O_V_E_R_N_O_R_'S_R_E_C_O_M_M_E_N_D_E_D_G_E_N_E_R_A_L_A_P_P_R_O_P_R_I_A_T_I_O_N_S_A_C_T_

SECTION 16. The unexpended balance of funds appropriated in Specific Appropriation 2064A of Chapter 2004-268, Laws of Florida, from the General Revenue Fund, provided to the Department of Environmental Protection for the following water projects shall hereby revert:
Punta Gorda Wastewater Plant Deep Injection Wells 750,000

SECTION 17. The unexpended balance of funds appropriated in Specific Appropriation 1717A of Chapter 2005-70, Laws of Florida, from the Ecosystem Management and Restoration Trust Fund, provided to the Department of Environmental Protection for the following water projects shall hereby revert and shall be transferred to the General Revenue Fund for Fiscal Year 2011-12:

Bay Harbor Islands Community Enhancement Program
Phase III Stormwater Component..... 300,000
Coral Gables Conveyance Improvements to the C-3 Canal East of Control Structure G-93..... 2,200,000
Duck Pond Area Drainage Improvements..... 1,100,000
Fairlawn Storm Sewer Pump Station Project - Phase IIA, B-50702..... 250,000
Gainesville Downtown Stormwater Basin..... 1,100,000
Loxahatchee Slough Pump Station Facilities..... 500,000
Marion County State Road 40 Stormwater Retrofit..... 100,000
New Smyrna Beach Julia Street Outfall Elimination Project... 200,000
North Bay Village - Storm Drainage Outfall Protection..... 100,000
Stone Island Central Sewer System Expansion..... 582,975
Village of El Portal Seawall / Canal Bank Stabilization..... 575,000

SECTION 18. The unexpended balance of funds appropriated in Specific

Appropriation 1821 of Chapter 2006-25, Laws of Florida, from the Ecosystem Management and Restoration Trust Fund, provided to the Department of Environmental Protection for the following water projects shall hereby revert and shall be transferred to the General Revenue Fund for Fiscal Year 2011-12:

Bay Harbor Islands Community Enhancements Program Phase IV
Stormwater Component..... 300,000
Canaveral - Northside Stormwater Management..... 1,000,000
Coral Gables - Conveyance Improvements to the C-3 Canal East
of Control Structure G-93..... 983,500
Debary - Westside Emergency Flood Management System..... 500,000
Duck Pond Area Drainage Improvements..... 1,000,000
Fairlawn Storm Sewer Pump Station Project, Phase IIA,
B-50702..... 450,000
Hollywood 14th Avenue Drainage Improvement Project..... 350,000
Loxahatchee Slough Restoration (M-Canal Widening)..... 1,000,000
Oakland Park Cherry Creek Stormwater..... 375,000
Oakland Park Sleepy River Upstream of Oakland Park Blvd. SW. 310,000
Opa-locka NW 128th St. Drainage Improvements..... 620,000
Opa-locka NW 143rd St. Stormwater Drainage Improvements..... 192,500
Spanish Creek Hydrologic Restoration..... 150,000
Stone Island Central Sewer System Expansion..... 100,000
Sweetwater Flood Mitigation Project..... 400,000
Tampa - Dale Mabry (U.S. 92/S.R. 600) Flood Protections..... 500,000
Tsala Apopka Tussock Spoil Site Access..... 150,000
Wares Creek Maintenance / Navigational Dredging Project
(Bradenton Contribution)..... 500,000

SECTION 19. The unexpended balance of funds appropriated in Specific Appropriation 1859 of Chapter 2007-72, Laws of Florida, from the Ecosystem Management and Restoration Trust Fund, provided to the Department of Environmental Protection for the following water projects shall hereby revert and shall be transferred to the General Revenue Fund for Fiscal Year 2011-12:

Beverly Beach Wastewater Facilities Small Community Program. 750,000
Callahan Wastewater Treatment Plant Improvements..... 1,000,000
Dale Mabry (US 92/S.R. 600) Flood Protection - Tampa..... 800,000
Davenport Wastewater Program Ph III..... 250,000
Daytona Beach Reclaimed Water Reservoir and Recharge Basin.. 400,000
Drew Park Drainage Improvements..... 1,000,000
Duck Pond Area Drainage Improvements - Hillsborough County.. 1,000,000
Ellisville Wastewater System..... 300,000
Green Cove Springs South Wastewater Treatment Plant
Improvements and Sewer Pipe Relining and Replacement..... 250,000
Hendry County Airport Sears Stormwater Implementation..... 600,000
Hillsborough County Stormwater Utility Pilot..... 800,000
Loxahatchee Slough Bridge Over Northlake Blvd..... 1,500,000
North Miami Sanitary Sewer Force Main Improvements..... 500,000
Plant City Sydney Road Reclaimed Water Distribution System,
Phase 1 & 2..... 200,000
Sweetwater Flood Mitigation Project..... 300,000
Tallahassee Advanced Wastewater Treatment Improvements..... 1,000,000
Wakulla Springs Aquifer Protection Project..... 250,000

SECTION 20. The unexpended balance of funds appropriated in Specific Appropriation 1772C of Chapter 2008-152, Laws of Florida, from the

Ecosystem Management and Restoration Trust Fund, provided to the Department of Environmental Protection for the following water projects shall hereby revert and shall be transferred to the General Revenue Fund for Fiscal Year 2011-12:

Bay Harbor Islands Installation of Automated Water Meters...	200,000
Biscayne Park Stormwater Project Phase III.....	200,000
Coral Gables City 2 Sanitary Sewer Pump Station Rehabilitation.....	250,000
Coral Gables City 3 Sanitary Sewer Pump Station Rehabilitation.....	500,000
Cutler Bay Stormwater Improvements.....	250,000
Fort Meade Water Plant Improvements.....	200,000
Fort Myers East Reclamation Facility.....	500,000
Fort Myers Northern 10 Mile Canal Treatment System.....	300,000
Fort Walton Beach Reuse Water System Expansion.....	200,000
Frostproof Wastewater System Improvements.....	300,000
Hendry County Airport Sears Stormwater Implementation.....	200,000
Highlands County Istokpoga Residential Canal Maintenance Project.....	800,000
Hillsborough County Duck Pond Area Drainage Improvements....	400,000
Hillsborough County E. Morgan St. at Parsons Ave. Drainage Improvements.....	100,000
Hillsborough County Lake Meade Drainage Improvements.....	100,000
Hillsborough County Trapnell at Ray Ann/Nesmith Drainage Improvements.....	100,000
Hillsborough County Stormwater Utility Pilot.....	400,000
Homestead Flood Control Improvement Project.....	500,000
Jacksonville Lincoln Villas Septic Tank Phase Out Project Phase II.....	300,000
Jacksonville Lower Eastside Drainage Improvement Phase III..	100,000
Lauderdale Lakes Stormwater Improvement Project Phase 3.....	300,000
Miami Lakes Bull Run Roadway and Drainage Improvement.....	200,000
Miami Springs Stormwater Improvements.....	250,000
Miami Stormwater Master Plan Implementation.....	1,000,000
Miami-Dade County C-103 Canal Outfalls Retrofit.....	100,000
Moore Haven Stormwater Project.....	300,000
North Merritt Island Chase Hammock Improvement Plan.....	150,000
North Miami Sanitary Sewer Force Main Improvements.....	100,000
North Tampa Closed Basins Water Management.....	300,000
Oakland Park Floranada C-14 Canal Project.....	300,000
Opa locka 143rd Street Stormwater Drainage and Street Improvements.....	100,000
Opa locka Cairo Lane Stormwater Drainage and Street Improvements.....	100,000
Orange County Little Wekiva River Water Quality Improvement Initiative.....	1,000,000
Osceola County Osceola Parkway Water Main Replacement.....	100,000
Palm Beach County Chain of Lakes Restoration.....	200,000
Palm Beach County Lake Region Water Treatment Plant.....	400,000
Palmetto Collection System Rehabilitation Program.....	500,000
Pasco County Duck Slough BMP Implementation.....	250,000
Plant City Eastside Canal Stormwater Management Master Plan.	500,000
Port Orange B-23 Canal/Rose Bay Restoration.....	300,000
South Miami Citywide Drainage Improvements.....	550,000
St. Johns County Sixteen Mile Creek Stormwater Treatment Facility.....	100,000

Surfside Sewer Rehab Phase I..... 100,000
 Tallahassee Advanced Wastewater Treatment Improvements..... 500,000
 Tampa - Drew Park Drainage Improvements..... 100,000
 Wakulla County Wakulla Gardens Sewer Expansion..... 300,000

*The Department of Environmental Protection values your feedback as a customer. DEP Secretary Herschel T. Vinyard Jr. is committed to continuously assessing and improving the level and quality of services provided to you. Please take a few minutes to comment on the quality of service you received. Copy the url below to a web browser to complete the DEP survey: <http://survey.dep.state.fl.us/?refemail=Angela.Knecht@dep.state.fl.us>
 Thank you in advance for completing the survey.*

BISCAYNE PARK POLICE DEPARTMENT

M E M O R A N D U M

TO: Ms. Ana M. Garcia, Village Manager

FROM: Chief Mitchell Glansberg

DATE: July 25, 2011

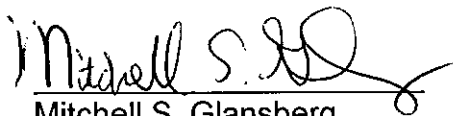
CC: Mayor Roxanne Ross, Village Commission, Mrs. Maria Camara, Village Clerk

RE: Agenda Item, August 2nd Commission Meeting: Mutual Aid Agreement between the Town of Medley and the Village of Biscayne Park Police Department

I have received a request from the Town of Medley Police Department to renew our Mutual Aid Agreement between the Town of Medley and the Village of Biscayne Park.

The Village of Biscayne Park Police Department utilizes the Town of Medley firearms training range for police firearms training and concentrated instruction. It is mutually beneficial to renew this agreement as the Town of Medley has provided and continues to provide valuable assistance in classroom and practical training as well as valuable support with equipment and supplies.

Village Attorney, Mr. John Hearn has reviewed the Mutual Aid request and opines that it is legally sufficient.


Mitchell S. Glansberg
Chief of Police

1
2
3 **RESOLUTION NO. 2011-36**
4

5 A RESOLUTION OF THE VILLAGE
6 COMMISSION OF THE VILLAGE OF BISCAYNE
7 PARK, FLORIDA, AUTHORIZING THE VILLAGE
8 MANAGER TO EXECUTE A MUTUAL AID
9 AGREEMENT BETWEEN THE TOWN OF
10 MEDLEY AND THE VILLAGE OF BISCAYNE
11 PARK; PROVIDING FOR AN EFFECTIVE DATE
12

13 WHEREAS the Village of Biscayne Park Police Department is committed to
14 providing the public safety of their citizens by providing adequate levels of police
15 services to address any foreseeable routine or emergency situation; and
16

17 WHEREAS, this commitment includes providing required training for its
18 officers; and
19

20 WHEREAS, the Village of Biscayne Park Police Department utilizes the Town
21 of Medley's firearms training range for police firearms training and concentrated
22 instruction; and,
23

24 WHEREAS, the Town of Medley has provided and continues to provide
25 valuable assistance in classroom and practical training, as well as valuable support and
26 equipment and supplies; and,
27

28 WHEREAS, in consideration of the benefits provided by the Town of Medley to
29 the Biscayne Park Police Department, the Village desires to renew the Mutual Aid
30 Agreement between the Town of Medley and the Village of Biscayne Park Police
31 Department.
32

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35 NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION
36 OF THE VILLAGE OF BISCAYNE PARK, FLORIDA
37

38
39 **Section 1.** The foregoing "WHEREAS" clauses are true and correct and
40 hereby ratified and confirmed by the Village Commission.
41

42 **Section 2.** The Village Manager is authorized to execute the Mutual Aid
43 Agreement between the Town of Medley and the Village of Biscayne Park Police
44 Department. The agreement, in substantial form, is attached and incorporated by
45 reference into this resolution as exhibit 1.
46

47 **Section 3.** This Resolution shall become effective upon adoption.
48

49 PASSED AND ADOPTED this ____ day of August, 2011.
50

**The foregoing resolution upon
being put to a vote, the vote was
as follows:**

Roxanna Ross, Mayor

Attest:

Maria C. Camara, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney

Mayor Ross: _____
Vice Mayor Anderson: _____
Commissioner Bernard: _____
Commission Childress: _____
Commissioner Cooper: _____



MEDLEY POLICE DEPARTMENT

Jeanette Said Jinete
Chief of Police

July 11, 2011

Village of Biscayne Park Police Department
Chief Mitch Glansberg
640 N.E. 114 Street
Biscayne Park, FL. 33161

Dear Chief Glansberg:

Enclosed, please find a mutual aid agreement for your consideration. We hope that you will execute the enclosed agreement to facilitate the working relationship between our two departments.

Please find three (3) original Mutual Aid Agreements between the Town of Medley and Village of Biscayne Park. Please forward the agreements to the appropriate Village of Biscayne Park officials for their signature, keeping one (1) and returning two (2) to our agency. An executed copy will be forwarded to Florida Department of Law Enforcement as per **Chapter 23, F.S., The Florida Mutual Aid Act**.

Thank you for your continued support in matters of mutual professional concerns. Should you have any questions and/or need further assistance, please do not hesitate to contact me at (305) 883-2047.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeanette Said-Jinete".

Jeanette Said-Jinete
Chief of Police

JSJ/cih

Mutual Aid Agreement
Between the Town of Medley and the
Village of Biscayne Park Police Department

Whereas, it is the responsibility of the government of the Town of Medley, Miami-Dade County, Florida and the Village of Biscayne Park, Miami-Dade County, Florida to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

Whereas, because of the continuing possibility of the occurrence of the law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel , equipment , or facilities of the Town of Medley Police Department and/or the Village of Biscayne Park Police Department; and

Whereas, in order to ensure the ability of these laws enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and preserve the lives and property of the people of the Town of Medley and the Village of Biscayne Park; and

Whereas, Town of Medley and the Village of Biscayne Park have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a Mutual Aid Agreement;

NOW, THEREFORE, BE IT KNOWN that the Town of Medley and the Village of Biscayne Park municipal corporations of the State of Florida, by and through their undersigned representatives, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. **Short Title:** Mutual Aid Agreement

2. **Description:** Since this Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as describes in Chapter 23, Florida Statutes.

3. **Definitions:**

a. **Joint Declaration:** A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the joint declaration shall be filed with the clerks of the respective municipalities and shall thereafter become part of this Agreement. Said declaration may be amended or supplemented by mutual agreement at any time, upon filing a subsequent declaration with the clerks of the respective municipalities.

b. **Agency or participating Law Enforcement Agency:** Either the Town of Medley Police Department or the Village of Biscayne Park Police Department.

c. **Agency Head:** Either the Chief of Police of the Town of Medley Police Department or the Chief's designees; and the Chief of Police of the Village of Biscayne Park Police Department , or the Chief's designees.

d. **Authorized Agency Representative:** Agency head as defined herein.

e. **Participating Municipal Police Department:** The Police Department of any municipality in Miami-Dade County, Florida, that has approved and executed this Agreement upon the approval of the governing body of that municipality.

f. **Certified Law Enforcement Employee:** Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

4. **Operations:**

a. In the event that a party to this Agreement is in need of assistance as specified in the applicable joint declaration attached as Exhibit "A", an authorized representative of the Police Department requiring assistance shall notify the Agency from whom such assistance is requested. The authorized Agency Representative (Chief or Designee) whose assistance is

sought shall evaluate the situation and his/her available resources, and will respond in a manner deemed appropriate.

b. Each party to this Agreement agrees to furnish necessary manpower, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete unreasonably its own manpower, equipment, facilities, and other resources and services in rendering such assistance.

c. The Agency Head of the participating Law Enforcement Agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting Agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing Agency.

5. **Powers, Privileges, Immunities, and Costs:**

a. All employees of the participating Law Enforcement Agencies, including certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employed municipality pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the municipality in which they are normally employed.

b. The municipality having financial responsibility for the Law Enforcement Agency providing services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of the same.

c. The municipality having financial responsibility for the Law Enforcement Agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement during the time of the rendering of such aid and shall defray actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due to such employees.

d. All exemption from ordinance and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency when performing their respective functions within the territorial limits of their respective agencies shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorially under the provisions of this Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid auxiliary employees.

6. **Forfeitures:** It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitable distributed among the participating agencies in proportion to the amount of investigation and participation performed by each Agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.

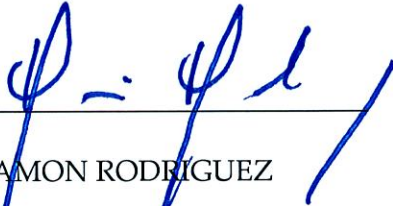
7. **Indemnification:** The municipality having financial responsibility for the Law Enforcement Agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting Law Enforcement Agency and its municipality in any suit, actions, or claim for damages resulting from any and all acts or conduct of employees of said providing Agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable. The municipality requesting aid shall indemnify the municipality providing aid from any suits, claims or damages resulting from any act or conduct of employees of the requesting municipality.

8. **Conflicts:** Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the later, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.

9. **Effective Date and Duration:** This Agreement shall be in effect from date of signing, through and including, July 15, 2016. Under no circumstances may this Agreement be renewed, amended, or extended except in writing.

10. **Cancellation:** This Agreement may be cancelled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the Chief Executive Officer of the parties hereto.

AGREED TO AND ACKNOWLEDGED this ____ day of _____, 2011



RAMON RODRIGUEZ
MAYOR

TOWN OF MEDLEY, FLORIDA

Date: 7-14-11

Attest:



HERLINA TABOADA

TOWN CLERK

TOWN OF MEDLEY, FLORIDA

ANA GARCIA

VILLAGE MANAGER

VILLAGE OF BISCAYNE PARK,

FLORIDA

Date: _____

Attest:

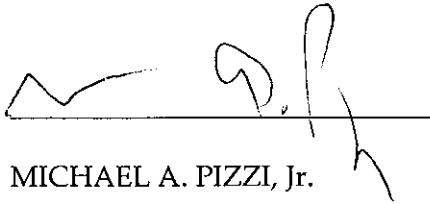
MARIA CAMARA

VILLAGE CLERK

VILLAGE OF BISCAYNE PARK,

FLORIDA

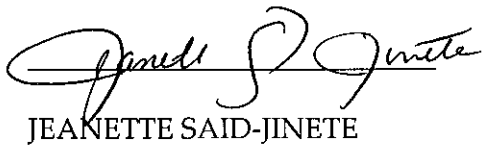
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



MICHAEL A. PIZZI, Jr.

TOWN ATTORNEY

TOWN OF MEDLEY, FLORIDA



JEANETTE SAID-JINETE

CHIEF OF POLICE

TOWN OF MEDLEY, FLORIDA

JOHN HEARN, P.A.

VILLAGE ATTORNEY

VILLAGE OF BISCAYNE PARK,
FLORIDA

MITCH GLANSBERG

CHIEF OF POLICE

VILLAGE OF BISCAYNE PARK,
FLORIDA

**JOINT DECLARATION OF THE CHIEF OF POLICE OF THE TOWN OF
MEDLEY POLICE DEPARTMENT AND THE CHIEF OF POLICE OF
THE VILLAGE OF BISCAYNE PARK POLICE DEPARTMENT
PURSUANT TO MUTUAL AID AGREEMENT**

A Police Officer of either of the participant Law Enforcement Agencies shall be considered to be operating under the provisions of the Mutual Aid Agreement when:

- Participating in law enforcement activities that are pre-planned and approved by each respective Agency Head, or
- Appropriately dispatched in response to a request for assistance from the other Law Enforcement Agency.

In compliance with and under the authority of the Mutual Aid Agreement heretofore entered into by the Town of Medley and the Miami-Dade, Florida, it is hereby declared that the following list of comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the Agreement. Said list may be amended or supplemented from time to time as needs dictate by subsequent declarations.

1. Joint multi-jurisdiction criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.
3. Any natural disaster.
4. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large- scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.

5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from or disturbances within detention facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, backups to emergency and in-progress calls, pursuits, and missing person calls.
9. Enemy attack.
10. Transportation of evidence requiring security.
11. Major events; e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
12. Security and escort duties for dignitaries.
13. Emergency situations in which one agency cannot perform its functional objective.
14. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bomb, crime scene, marine patrol, and police information.
15. Joint training in areas of mutual need.
16. Participating in exigent situations, without the need for formal request, which situations are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners, traffic stops near municipal boundaries, request for assistance when no available units are nearby, calls or transmissions indicating an officer is injured, calls indicating a crime or incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.
17. Mutual enforcement of all existing applicable laws and ordinances and exercise of arrest powers within the area compromising the respective jurisdictional municipal boundaries.

 Date: 7/11/11

Jeanette Said-Jinete, Chief

Town of Medley

Police Department

ATTEST:



Town Clerk, Town of Medley, Florida

_____ Date: _____

Mitch Glansberg, Chief

Village of Biscayne Park

Police Department

ATTEST:

Town Clerk, Village of Biscayne Park,

Florida

BISCAYNE PARK POLICE DEPARTMENT

M E M O R A N D U M

TO: Ms. Ana M. Garcia, Village Manager

FROM: Chief Mitchell Glansberg

DATE: July 25, 2011

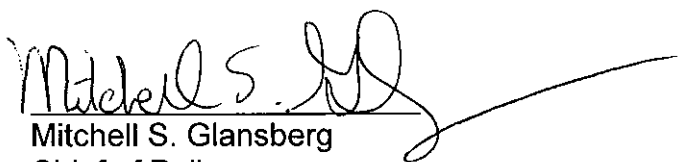
CC: Mayor Roxanne Ross, Village Commission, Mrs. Maria Camara, Village Clerk

RE: Agenda Item, August 2nd Commission Meeting: Hold-Harmless Agreement between the Town of Medley and the Village of Biscayne Park Police Department

I have received a hold harmless agreement renewal request from the Town of Medley Police Department Medley Police Firearms Training Range.

The Village of Biscayne Park Police Department has effectively utilized the Town of Medley firearms training range for police firearms training for over 20 years. It is mutually beneficial to renew this agreement as the Town of Medley has provided and continues to provide valuable assistance in training as well as valuable sustenance with equipment and supplies.

Village Attorney, Mr. John Hearn has reviewed the Mutual Aid request and opines that it is legally sufficient.


Mitchell S. Glansberg
Chief of Police

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3 **RESOLUTION NO. 2011-37**
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5 A RESOLUTION OF THE VILLAGE
6 COMMISSION OF THE VILLAGE OF BISCAYNE
7 PARK, FLORIDA, AUTHORIZING THE VILLAGE
8 MANAGER TO EXECUTE A LICENSE AND
9 HOLD HARMLESS AGREEMENT FOR THE USE
10 OF THE MEDLEY POLICE FIREARMS
11 TRAINING CENTER; PROVIDING FOR AN
12 EFFECTIVE DATE
13
14
15

16 WHEREAS the Village of Biscayne Park Police Department has effectively
17 utilized the Town of Medley's firearms training range for police firearms training for
18 over twenty (20) years; and
19

20 WHEREAS, the Town of Medley has provided and continues to provide
21 valuable assistance in classroom and practical training, as well as valuable support and
22 equipment and supplies; and,
23

24 WHEREAS, in consideration of the benefits provided by the Town of Medley to
25 the Biscayne Park Police Department, the Village desires to renew the Town of Medley
26 License and Hold Harmless Agreement For Use of the Medley Police Firearms Training
27 Center.
28
29
30

31 NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION
32 OF THE VILLAGE OF BISCAYNE PARK, FLORIDA
33
34

35 **Section 1.** The foregoing "WHEREAS" clauses are true and correct and
36 hereby ratified and confirmed by the Village Commission.
37

38 **Section 2.** The Village Manager is authorized to execute the Town of
39 Medley License and Hold Harmless Agreement For Use of the Medley Police Firearms
40 Training Center. The agreement, in substantial form, is attached and incorporated by
41 reference into this resolution as exhibit 1.
42

43 **Section 3.** This Resolution shall become effective upon adoption.
44

45 PASSED AND ADOPTED this ____ day of August, 2011.
46

47 **The foregoing resolution upon**
48 **being put to a vote, the vote was**
49 **as follows:**

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Roxanna Ross, Mayor

Attest:

Maria C. Camara, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney

Mayor Ross: _____
Vice Mayor Anderson: _____
Commissioner Bernard: _____
Commission Childress: _____
Commissioner Cooper: _____



MEDLEY POLICE DEPARTMENT

Jeanette Said Jinete
Chief of Police

June 30, 2011

Biscayne Park Police Department
Chief Mitch Glansberg
640 NE 114th Street
Biscayne Park, Florida 33161

Dear Chief Glansberg:

Enclosed, please find a hold harmless agreement for the **Medley Police Firearm Training Center**. We need you to execute the enclosed agreement to facilitate the working relationship between our two departments.

Please find three (3) original **Medley Police Firearm Training Center** Agreements between the Town of Medley and the Biscayne Park Police Department. Please sign and notarize all three agreements, and returning all three (3) to our agency. When we receive all three agreements back we will execute and return one copy for your records.

Thank you for your continued support in matters of mutual professional concerns. Should you have any questions and/or need further assistance, please do not hesitate to contact me at (305) 883-2047.

Sincerely,

A handwritten signature in black ink that reads 'Jeanette Said Jinete'.

Jeanette Said-Jinete
Chief of Police

JSJ/ec

TOWN OF MEDLEY
LICENSE AND HOLD HARMLESS AGREEMENT
FOR USE OF THE MEDLEY POLICE FIREARMS TRAINING CENTER

THIS AGREEMENT is made by and between the THE TOWN OF MEDLEY, herein referred to as the LICENSOR, and Biscayne Park Police Department hereinafter referred to as the LICENSEE, which term shall include, if applicable, the LICENSEE'S officers, agents and employees and who address is 640 NE 114 Street, Biscayne Park, FL 33161.

WHEREAS, the LICENSEE desires to obtain the use of facilities operated and maintained by the LICENSOR for the purpose of conducting firearms and other related training for its agents, employees or representatives, and the LICENSOR has the appropriate facilities for such, which facilities is known as the MEDLEY POLICE FIREARMS TRAINING CENTER and is located at 9700 N.W. 97th Avenue, Medley, Florida 33178;

THEREFORE, the parties agree as follows:

1. **GRANT OF LICENSE:** The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all terms and conditions stated or referenced herein, the aforementioned referenced premises, including available parking areas.
2. **TERM/USE OF PREMISES:** The above referenced facility, its appurtenances and fixtures, may be temporarily occupied and used by the LICENSEE to conduct firearms training and other related activities during such days and dates as is mutually agreeable to the LICENSOR and LICENSEE. All dates and types of training shall be coordinated in advance with the LICENSOR who expressly reserves the right to restrict or modify the type, duration or date of any such training as the LICENSOR deems reasonably necessary and/or appropriate.
3. **PAYMENT:** For the license granted by this Agreement, the LICENSEE will pay the LICENSOR the agreed upon rate as set forth in the MEDLEY POLICE FIREARMS TRAINING CENTER FEE SCHEDULE (the "Range Usage Fee Schedule") attached hereto and incorporated herein. Appropriate payment pursuant to the Usage Fee Schedule shall be promptly remitted and made payable to the Town of Medley Police Department's Office upon demand. Failure to remit payment within 30 days of demand shall result in the accrual of interest at the approved salutatory rate and may result in the immediate suspension and/or termination of LICENSEE'S privileges herein.

4. CONDITIONS OF PREMISES: The LICENSEE agrees to maintain the premises in a clean and usable condition and will be responsible for all reasonable necessary and/or appropriate clean up of the premises after each use by the LICENSEE. If the premises are not returned to a clean and usable condition, as determine in the sole discretion of the LICENSOR, the LICENSOR reserves the right to restore the premises and the cost shall be paid by the LICENSEE.

5. INDEMNITY/HOLD HARMLESS

a. If LICENSEE is a county, state or federal governmental entity, LICENSEE agrees to the extent permitted by F.S. § 768.28 or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. (FTCA) to indemnify and hold LICENSOR harmless for any damages sustained as a result of the negligent or wrongful act, or omission, of LICENSEE's employee or agents arising out of its use or occupancy of the premises.

b. If the LICENSEE is a private entity, LICENSEE agrees, with the respect to its use and occupancy of the premises, at LICENSOR'S option, to defend LICENSOR, its agents, servant, employees, officers and directors, against any, all and every demand, claim, assertion of liability, or action arising or alleged to have arisen out of any act or omission of LICENSEE, its agents, servants and employees, and to indemnify and hold LICENSOR harmless for any damages sustained as a result of LICENSEE'S use or occupancy of the premises.

c. The LICENSEE agrees to repair or replace any damage to any real or personal property of the LICENSOR caused ^{through} ~~through~~ the fault of the LICENSEE and occurring while the premises are under control and use of LICENSEE, and further agrees to be solely responsible for any award or payment and expenses (including any right of subrogation) of any workers compensation claim by any of the LICENSEE'S employees or appointees that may result from the use of the licensed premises or activities thereon.

6. THIRD PARTY. LICENSEE is not permitted to introduce, invite, or allow any third parties into the facilities without the express consent of the LICENSOR. In the event LICENSEE does in fact invite a third party or utilizes the services of a third party for training purposes, LICENSEE agrees to indemnify and hold harmless the LICENSOR from any damage or claims which may result from the acts or omissions of the third party. LICENSOR reserves the right to deny access to any third party, who, in the opinion of LICENSOR, is not qualified to provide such training.

7. ASSUMPTION OF THE RISK. Participation in the training and use of the facilities contemplated by this Agreement may carry certain inherent risks or dangers of which a reasonably prudent person would be aware. To that extent, LICENSEE acknowledges and hereby assumes the risks associated with the training activities contemplated herein and the use of said facilities. LICENSEE agrees to hold LICENSOR harmless for any injuries that occur as a result LICENSEE using the facilities.

8. TERMINATION. This Agreement shall remain in full force and effect until terminated by any party hereto. This Agreement may be terminated, at will, by a party hereto giving written notice thereof to the other party. In the event that LICENSEE terminates this Agreement, LICENSEE shall remain responsible for payment of any outstanding amounts already due and payable to LICENSOR.

9. REGULATION COMPLIANCE. During the performance of this Agreement, the LICENSEE agrees to abide by any and all administrative, operational and safety rules and regulations established by the LICENSOR, his agents, and/or employees, at all times during the use of the said premises by the LICENSEE. Any breach of any rule or regulation established by the LICENSOR shall result in an immediate termination of use of the premises and in the LICENSOR'S sole discretion, termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for use of the Medley Police Firearms Training Center on the day and year stated below.

Medley Police Firearm Training Center

Fee Chart

Range Usage	Day Time Fee 07:00 – 15:00	Night Time Fee 15:00 – 23:00	Minimum Usage
Full Day Range 1	\$ 360.00	\$ 360.00	8 hours
Half Day Range 1	\$ 180.00	\$ 180.00	4 hours
Full Day Range 2	\$ 360.00	\$ 360.00	8 hours
Half Day Range 2	\$ 180.00	\$ 180.00	4 hours
Full Day Range 3	\$ 360.00	\$ 360.00	8 hours
Half Day Range 3	\$ 180.00	\$ 180.00	4 hours
Full Day Range 4	\$ 360.00	\$ 360.00	8 hours
Half Day Range 4	\$ 180.00	\$ 180.00	4 hours
Weekends	\$500.00	\$500.00	4/8 hours
Cancellation	\$ 75.00	\$ 75.00	2 weeks notice



Date: 07/24/2011

To: Vice Mayor Bob Anderson
Commissioner Steve Bernard
Commissioner Al Childress
Commissioner Bryan Cooper

cc: Manager Ana Garcia
Office of the Village Attorney
Clerk Maria Camara

From: Mayor Roxanna Ross

Re: Ad Hoc Code Review Committee

BACKGROUND AND ANALYSIS:

Code Review Committee Chairman Gage Hartung has advised that the Committee is in need of additional members to serve and assist with the task of reviewing and updating the Village Land Development Code.

I had the opportunity to meet a qualified candidate to serve on the Code Review Committee, Isaias Ortiz. Mr. Ortiz is a long term resident, a career attorney with experience at public service. His resume is attached for reference.

I believe that Mr. Ortiz is an excellent choice, and will be a valuable addition to the Code Review Committee.

FISCAL/BUDGETARY IMPACT:

None.

RECOMMENDATION:

I recommend approval of the attached Resolution ratifying this appointment to the Code Review Committee.

1
2
3 RESOLUTION NO. 2011-38
4

5 RESOLUTION OF THE VILLAGE
6 COMMISSION OF THE VILLAGE OF
7 BISCAYNE PARK RATIFYING THE
8 APPOINTMENT OF ISAIAS ORTIZ TO
9 THE CODE REVIEW BOARD;
10 PROVIDING FOR AN EFFECTIVE DATE
11
12

13 WHEREAS the Village of Biscayne Park has established certain advisory boards
14 and committees, including the ad hoc Code Review Board; and
15

16 WHEREAS, the Code Review Board is comprised of the members of the
17 Planning and Zoning Board, Code Enforcement Board and five at large members
18 appointed by the Commission, no alternates currently serve; and
19

20 WHEREAS, the Code Review Board was tasked with reviewing the Village
21 Land Development Code, held its first meeting on April 9, 2008, and since that time the
22 Board has met regularly endeavoring to accomplish its task; and,
23

24 WHEREAS, the Code Review Board Chair has requested the Commission
25 appoint additional members to fill seats that have been vacated over time; and,
26

27 WHEREAS, resident ISAIAS ORTIZ desires to serve the community and has
28 volunteered to serve on the Code Review Board, providing his resume for consideration
29 by the Commission; and,
30

31 WHEREAS, in light of his background in law and public service, Mr. Ortiz is
32 very well suited for the task and an excellent candidate for service on the Code Review
33 Board; and,
34

35 WHEREAS, Mayor Roxanna Ross appoints ISAIAS ORTIZ to serve on the
36 Code Review Board.
37

38
39 NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION
40 OF THE VILLAGE OF BISCAYNE PARK, FLORIDA
41
42

43 **Section 1.** The foregoing "WHEREAS" clauses are true and correct and
44 hereby ratified and confirmed by the Village Commission.
45

46 **Section 2.** That ISAIAS ORTIZ be appointed to the Code Review Board.
47

48 **Section 3.** This Resolution shall become effective upon adoption.
49

50 PASSED AND ADOPTED this ____ day of August, 2011.
51

**The foregoing resolution upon
being put to a vote, the vote was
as follows:**

Roxanna Ross, Mayor

Attest:

Maria C. Camara, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney

Mayor Ross: _____

Vice Mayor Anderson: _____

Commissioner Bernard: _____

Commission Childress: _____

Commissioner Cooper: _____

Roxy Ross

From: "Isaias Ortiz" <isand@att.net>
To: <banderson@biscayneparkfl.gov>; <sbernard@biscayneparkfl.gov>; <achildress@biscayneparkfl.gov>; <bcooper@biscayneparkfl.gov>
Cc: "Mayor Rox Ross" <rross@biscayneparkfl.gov>
Sent: Saturday, July 23, 2011 8:08 AM
Attach: I Ortiz Resume 2011 BP.docx
Subject: Appointment to Code Review Board

Dear Commissioners:

I write to kindly request your support for an appointment as a volunteer on the Code Review Board. Mayor Ross plans to take action on this matter at the next Board Meeting.

I have been a resident of Biscayne Park for 13 years and have observed the Mayors Commissioners dedicate long hours and hard work toward keeping our community a very nice place to live. I live on the corner of 119th and 7th Avenue with my wife and our twin boys.

My desire to serve our Village inspired me to write Mayor Ross and request the privilege of serving on the community, and she responded by suggesting I consider serving as a volunteer on the Code Review Board. I would be delighted to serve on the CR Board.

By way of background, throughout my legal career I have been fortunate to have held senior positions in public service in numerous areas, including federal criminal prosecution and civil rights. Currently, I work on large litigation projects as a contract attorney in Miramar, Florida. I have attached a resume for your information.

I will be glad to answer any questions you may have regarding my qualifications.
Thank you for your consideration.

Isaias

Isaias Ortiz
11989 NE 7Th Avenue
Biscayne Park, Florida 33161

11989 NE 7TH AVENUE BISCAYNE PARK, FLORIDA 33161
HOME: 305-893-9017 CELL: 305-322-1772 ISAND@ATT.NET

ISAIAS ORTIZ

SUMMARY OF QUALIFICATIONS

Licensed in Wisconsin and Florida, Southern District of Florida; positions held include trial positions at the U.S. EEOC, U.S. Department of Justice, U.S. Army Reserve-JAG Corps, Florida Statewide Guardian ad Litem Program and Synergy Legal Professionals

EMPLOYMENT

Synergy Legal Professionals, Inc.

Miramar, Florida

2011, present employment

Contract Attorney; analytical document reviews in large, complex litigation projects for private parties.

Florida Statewide Guardian ad Litem Program, Seventeenth Judicial Circuit

Ft. Lauderdale, Florida

2006 to 2010

Program Attorney; Civil rights advocate for abused, neglected and abandoned children before Broward Circuit Courts, General Magistrates and Mediators. Commended for advocacy that served as the impetus of statewide initiative, December 2009.

Law Office of Isaias Ortiz, P.A.

North Miami Beach, Florida

1999-2006

General Practice, employment, immigration and disability law. Active in Pro Bono Project, Put Something Back Program, providing legal representation to indigent victims of domestic violence (since 2005). Recognized for Pro bono service by Dade County Bar.

City of Miami, Office of Equal Opportunity Diversity Programs

Miami, Florida

1998-1999

Diversity Specialist; investigated cases involving charges of unlawful employment discrimination and prepared proposed findings of facts and conclusions of law.

U.S. Attorney's Office for the E.D. of Wisconsin

Milwaukee, Wisconsin

1995 – 1997

Assistant U.S. Attorney; prosecuted asset forfeiture and drug trafficking cases and related proceedings before Federal District Courts, Magistrates and Juries; presented cases to investigative grand juries; researched and prepared memoranda; prepared a training paper on cash seizures; served as acting lead asset forfeiture attorney for 1 year.

U.S. Department of Justice, Criminal Division

Washington, D.C. 20530

1991- 1995

Trial Attorney; prosecuted complex drug trafficking, money laundering and civil asset forfeiture cases before Federal District Courts, Juries and Magistrates in various federal districts; received commendation from the Organized Crime Drug Enforcement Task Force and former F.B.I. Director for role in a drug trafficking investigation and successful 6-month trial of twelve members of a Colombian narcotics-trafficking organization; policy assignment, La Paz, Bolivia, met with Bolivian officials regarding reform of country's anti-narcotic laws.

**U.S. Department of Justice, Civil Rights Division, Office of Special Counsel,
Immigration Related Unfair Employment Practices.**

1987 - 1991

Senior Trial Attorney; Civil Rights advocacy to protect the employment rights of lawful residents. Prepared discovery documents and responses, motions and memorandum of law, responsive pleadings; took and defended depositions. Handled the first cases litigated under the Immigration Reform Act of 1986. Developed investigation guidelines for the office for use by attorneys. Received consecutive superior performance awards; commendation from former Special Counsel for litigation of case in Sand Diego, California.

**U.S. Equal Employment Opportunity Commission
Milwaukee and Miami District Offices**

1979-1987

Civil Rights Trial Attorney and Senior Trial Attorney; litigated EEO cases, including complex age discrimination cases before Federal District Courts and Magistrates; reviewed cases for litigation worthiness, prepared, filed and litigated discrimination cases before federal district courts and jury, including complex groundbreaking age discrimination cases that earned special commendations from former EEOC Chairman and former General Counsel.

PROFESSIONAL ASSOCIATIONS

Florida Bar, Wisconsin Bar

Public Interest Section, Trial Lawyers Section

Puerto Rican Bar Association of Florida

Member, Disability Advocacy Council, South Florida Center for Independent Living

EDUCATION

1977, Juris Doctor, University of Wisconsin

LANGUAGES

English and Spanish

REFERENCES PROVIDED ON REQUEST



Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161

Tel: 305 899 8000
Fax: 305 891 7241

Mayor and Commission

Roxanna Ross
Mayor

Robert "Bob" Anderson
Vice Mayor

Steve Bernard
Commissioner

Albert Childress
Commissioner

Bryan Cooper
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk

July 27, 2011

To: Mayor Roxana Ross
Vice Mayor Bob Anderson
Commission Steve Bernard
Commissioner Al Childress
Commissioner Bryan Cooper

From: Ana M. Garcia, Village Manager

Re: Ordinance 2011-01 Approving a modification to the schedule for solid waste collection.

Background Analysis:

In 2005 when the Village entered into an agreement with Miami-Dade County for the collection of our annual waste fee assessments, our code was updated to exempt residential buildings containing four (4) or more contiguous dwelling units from the solid waste management fee and allowed such units to contract with a county approved contractor. Within the Village boundaries, there are only two such buildings where the owner is utilizing an outside contractor for their garbage and trash collection.

Additionally, the Village's Public Works department has been rendering services to a non-residential site, and as there is no fee associated with non-residential uses, the Village, by default, has charged the single-family residential fee (\$558) to the site.

After further consideration and review of the two multi-family residential units (six or more), and the one non-residential site that exist in Biscayne Park, and based upon the volume of garbage and trash produced at these sites, and the limitations of our equipment in dealing with dumpsters, our recommendation is to amend the code to exempt residential buildings containing six (6) or more contiguous dwelling units and non-residential sites from the solid waste management fee and **require** such units to contract with a county approved contractor for garbage and trash collection.

Raising the number of dwelling units from four (4) to six (6) eliminates the probability of multiple commercial vehicles (outside contractors) coming through our Village boundaries, and provides a safer alternative for the Village.

The sites that would be affected by this change in our code are:

2 – Twelve (12) unit buildings. (The property owner for these two buildings is currently utilizing an outside contractor and has been advised to continue to do so as it is now a requirement.)

1 – Non-residential site. (This property owner will be required to obtain an outside contractor and has been notified.)

Manager Recommendation

Page 1 of 2

3 – Four (4) unit buildings. (These property owners will no longer have the option to utilize an outside contractor and have been notified.)

1 – Five (5) unit building. (This property owner will no longer have the option to utilize an outside contractor and have been notified.)

Fiscal/Budgetary Impact:

Since 2005, only the two multi-family residential units (six or more) have been contracting out with an outside service. There are three tri-plex, three four-plex and one five-plex and each are utilizing the services of the Village and are paying the \$558 assessment per unit, even though the current code would have allowed them to utilize an outside contractor. The non-residential site has been assessed only the \$558 fee. Therefore the only impact would be the loss of the \$558 annual fee from the non-residential site.

Manager Recommendation:

Manager recommends approval of Ordinance 2011-01 as amended.



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Ana M. Garcia
Village Manager

John J. Hearn
Village Attorney

Maria C. Camara
Village Clerk

July 21, 2011

Wayne Donald Tollefson
599 California Ave
Venice, CA 90291

Re: Folio No.: 17-2230-0310-0940
Property Address: 11659 Griffing Blvd

Dear Mr. Tollefson;

Every day your Village team strives to make the Village of Biscayne Park a safer place to live. Additionally we are making great strides to enhance our Village through beautification projects as well as infrastructure improvements village wide.

Since 2005, our code of ordinances states that all properties with four (4) or more units can contract out for garbage collection services. Currently only two properties are exercising that right. The Village's Public Works Department services the rest of the properties in the Village, including yours which is classified as a property with five (5) units.

My recommendation to the Commission, primarily for safety purposes as we want to minimize the amount of outside contractors coming and going through our Village, is to amend our code to require only those properties with six (6) or more units and any non-residential unit to contract out for garbage collection services. Currently that would apply to only three properties in the Village. Your property would continue to receive the services from our Public Works Department which includes twice a week garbage collection, once a week trash & yard debris collection and once a week recycling.

Our goal is to continue to give you personalized services with an emphasis on safety and excellence in customer service. The intent of this letter is to inform you and to receive feedback from you as well. The second reading of this ordinance will take place on August 2, 2011, at 7pm at the Ed Burke Recreation Center (11400 NE 9th Court). Please contact me or our Village Clerk, Maria Camara, at 305-899-8000 if you have any questions or concerns or would like to provide us with your comments. (Or by e-mail at villageclerk@biscayneparkfl.gov.) We are here to assist you.

Sincerely yours,
Village of Biscayne Park

Ana M. Garcia
Village Manager



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John J. Hearn
Village Attorney

Maria C. Camara
Village Clerk

July 21, 2011

Jaan Roots
PO Box 531382
Miami, FL 33153-1382

Re: Folio No.: 17-2230-045-0430
Property Address: 826 N E 121 Street

Dear Mr / Mrs Roots;

Every day your Village team strives to make the Village of Biscayne Park a safer place to live. Additionally we are making great strides to enhance our Village through beautification projects as well as infrastructure improvements village wide.

Since 2005, our code of ordinances states that all properties with four (4) or more units can contract out for garbage collection services. Currently only two properties are exercising that right. The Village's Public Works Department services the rest of the properties in the Village, including yours which is classified as a property with four (4) units.

My recommendation to the Commission, primarily for safety purposes as we want to minimize the amount of outside contractors coming and going through our Village, is to amend our code to require only those properties with six (6) or more units and any non-residential unit to contract out for garbage collection services. Currently that would apply to only three properties in the Village. Your property would continue to receive the services from our Public Works Department which includes twice a week garbage collection, once a week trash & yard debris collection and once a week recycling.

Our goal is to continue to give you personalized services with an emphasis on safety and excellence in customer service. The intent of this letter is to inform you and to receive feedback from you as well. The second reading of this ordinance will take place on August 2, 2011, at 7pm at the Ed Burke Recreation Center (11400 NE 9th Court). Please contact me or our Village Clerk, Maria Camara, at 305-899-8000 if you have any questions or concerns or would like to provide us with your comments. (Or by e-mail at villageclerk@biscayneparkfl.gov.) We are here to assist you.

Sincerely yours,
Village of Biscayne Park

Ana M. Garcia
Village Manager



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Maria C. Camara
Village Clerk

July 21, 2011

Adam G Phelan & Scott G Clark
11402 NE 8th Court
Biscayne Park, FL 33161-6335

Re: Folio No.: 17-2231-003-2130
Property Address:

Dear Mr. Phelan & Mr. Clark;

Every day your Village team strives to make the Village of Biscayne Park a safer place to live. Additionally we are making great strides to enhance our Village through beautification projects as well as infrastructure improvements village wide.

Since 2005, our code of ordinances states that all properties with four (4) or more units can contract out for garbage collection services. Currently only two properties are exercising that right. The Village's Public Works Department services the rest of the properties in the Village, including yours which is classified as a property with four (4) units.

My recommendation to the Commission, primarily for safety purposes as we want to minimize the amount of outside contractors coming and going through our Village, is to amend our code to require only those properties with six (6) or more units and any non-residential unit to contract out for garbage collection services. Currently that would apply to only three properties in the Village. Your property would continue to receive the services from our Public Works Department which includes twice a week garbage collection, once a week trash & yard debris collection and once a week recycling.

Our goal is to continue to give you personalized services with an emphasis on safety and excellence in customer service. The intent of this letter is to inform you and to receive feedback from you as well. The second reading of this ordinance will take place on August 2, 2011, at 7pm at the Ed Burke Recreation Center (11400 NE 9th Court). Please contact me or our Village Clerk, Maria Camara, at 305-899-8000 if you have any questions or concerns or would like to provide us with your comments. (Or by e-mail at villageclerk@biscayneparkfl.gov.) We are here to assist you.

Sincerely yours,
Village of Biscayne Park

Ana M. Garcia
Village Manager



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Village Attorney

Maria C. Camara
Village Clerk

July 21, 2011

William Pedraza
7316 Gary Ave
Miami, FL 33141-2509

Re: Folio No.: 17-2229-053-0020
Property Address: 1105 NE 119th Street

Dear Mr. Pedraza;


Every day your Village team strives to make the Village of Biscayne Park a safer place to live. Additionally we are making great strides to enhance our Village through beautification projects as well as infrastructure improvements village wide.

Since 2005, our code of ordinances states that all properties with four (4) or more units can contract out for garbage collection services. Currently only two properties are exercising that right. The Village's Public Works Department services the rest of the properties in the Village, including yours which is classified as a property with four (4) units.

My recommendation to the Commission, primarily for safety purposes as we want to minimize the amount of outside contractors coming and going through our Village, is to amend our code to require only those properties with six (6) or more units and any non-residential unit to contract out for garbage collection services. Currently that would apply to only three properties in the Village. Your property would continue to receive the services from our Public Works Department which includes twice a week garbage collection, once a week trash & yard debris collection and once a week recycling.

Our goal is to continue to give you personalized services with an emphasis on safety and excellence in customer service. The intent of this letter is to inform you and to receive feedback from you as well. The second reading of this ordinance will take place on August 2, 2011, at 7pm at the Ed Burke Recreation Center (11400 NE 9th Court). Please contact me or our Village Clerk, Maria Camara, at 305-899-8000 if you have any questions or concerns or would like to provide us with your comments. (Or by e-mail at villageclerk@biscayneparkfl.gov.) We are here to assist you.

Sincerely yours,
Village of Biscayne Park



Ana M. Garcia
Village Manager



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Village Manager

John J. Hearn
Village Attorney

Maria C. Camara
Village Clerk

July 26, 2011

Church of the Resurrection
Attn: Reverend Father Alberto Cutie
11173 Griffing Blvd
Biscayne Park, FL 33161

Re: Folio No.: 117-2231-003-0980
Property Address: 690 NE 113th Street, 11173 Griffing Blvd

Dear Fr. Alberto;

Every day your Village team strives to make the Village of Biscayne Park a safer place to live. Additionally we are making great strides to enhance our Village through beautification projects as well as infrastructure improvements village wide.

Since 2005, our code of ordinances states that all properties with four (4) or more units can contract out for garbage collection services. Currently only two properties are exercising that right. The Village's Public Works Department services the rest of the properties in the Village, including 690 NE 113th Street / 11173 Griffing Blvd ("Church Property") which is classified as a non-residential site.

My recommendation to the Commission is to amend our code to require those properties with six (6) or more units and any non-residential site to contract out for garbage collection service. Currently that would apply to only three properties in the Village, one of which is the Church Property. Once this change in our Code of Ordinances is approved by Commission, which is scheduled for Tuesday, August 2nd, you will need to contract out for garbage collection services with a Miami-Dade County approved private company commencing October 1st, 2011. The Church Property will then no longer be assessed a waste fee from the Village of Biscayne Park. You will pay the private company directly for those services.

The intent of this letter is to inform you and to receive feedback from you as well. As stated above, the second reading of this Ordinance will take place on August 2nd, 2011, at 7pm at the Ed Burke Recreation Center (11400 NE 9th Court). Please contact me or our Village Clerk, Maria Camara, at 305-899-8000 if you have any questions or concerns or would like to provide us with your comments. (Or by e-mail at villageclerk@biscayneparkfl.gov.) We are here to assist you.

Sincerely yours,
Village of Biscayne Park

Ana M. Garcia
Village Manager

ORDINANCE NO. 2011-01

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, RELATING TO THE PROVISION OF SOLID WASTE MANAGEMENT FEE ASSESSMENTS IN THE VILLAGE OF BISCAYNE PARK, FLORIDA; APPROVING A MODIFICATION TO THE SCHEDULE FOR SOLID WASTE COLLECTION ASSESMENTS FOR MULTI-FAMILY ASSESSED PROPERTY WITH SIX OR MORE RESIDENTIAL UNITS ON A SITE AND FOR NON-RESIDENTIAL SITES LOCATED WITHIN THE VILLAGE OF BISCAYNE PARK FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2011 REQUIRING THESE SPECIFIC USES TO CONTRACT WITH A MIAMI-DADE COUNTY APPROVED VENDOR; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR AN EFFECTIVE DATE.

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WHEREAS, Section 17.4 of the Village's Land Development Code authorizes the imposition of solid waste management fees; and

WHEREAS, the purpose of the solid waste management fee assessment is to fund the cost of providing solid waste services; and

WHEREAS, the imposition of a solid waste management fee assessment is an equitable and efficient method of allocating and apportioning solid waste collection assessed costs among residential units; and

WHEREAS, pursuant to Village Ordinance 2010-13, consistent with Section 17.4 of the Village's Land Development Code, the Village Commission imposed a solid waste management fee assessment within the Village for the fiscal year beginning on October 1, 2010, using the tax bill collection methods; and,

WHEREAS, Section 17.4(a) exempted residential buildings containing four (4) or more contiguous dwelling units from the solid waste management fee and allowed such units to contract with a County approved contractor; and

1 WHEREAS, ~~the Village management desires to modify the section 17.4(A) to requiring~~
2 ~~all~~ residential buildings containing ~~six (6)~~ or more contiguous dwelling units ~~to contract with a~~
3 ~~County approved vendor~~; and,

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4 WHEREAS, the Village already provides solid waste services for nonresidential use sites
5 but does not designate a fee for said services in the Village Code, and the ~~the Village does not~~
6 ~~have the proper equipment to handle dumpsters, and recommends a change to the Code to~~
7 ~~require the nonresidential uses to contract for services with a Miami-Dade County approved~~
8 ~~vendor~~; and,

9 WHEREAS, the Village assessment as to the remaining residential units shall remain
10 unchanged, at \$558.00, per residential unit, as enacted in fiscal year 2010; and,

11 WHEREAS, the total assessment from the solid waste management fee assessment,
12 throughout the Village is estimated to be \$733,440.00; now, therefore,

13 **BE IT ORDAINED BY THE VILLAGE COMMISSION OF THE VILLAGE OF**
14 **BISCAYNE PARK, FLORIDA, AS FOLLOWS:**

15 **Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as
16 being true and correct and are hereby made a specific part of this Ordinance upon adoption
17 hereof.

18 **Section 2.** Authority. This Ordinance is adopted pursuant to provisions of Section
19 17.4 of the Land Development Code and Sections 166.021 and 166.041, Florida Statutes, and
20 other applicable provisions of law.

21 **Section 3.** The Village's Code of Ordinances, Section 17.4(a) is amended as follows:
22 17.4 Imposition of Solid Waste Management Fee Assessment.

23 ~~(A)~~ Residential units include all residential properties within the Village except for
24 building containing ~~six (6)~~ or more contiguous dwelling units ~~are to receive solid waste services~~

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1 ~~from the Village. Six or more contiguous dwelling units are to~~ contract with a County approved
2 contractor.

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3 (B) The assessed properties are hereby found to be specially benefited by the
4 provision of the solid waste collection services in the amount of the solid waste management fee
5 assessment of \$558.00 per residential unit and are determined to be fairly and reasonably
6 apportioned.

7 (C) Non-residential use sites ~~are to contract with a County approved contractor.~~

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8 (D) For the fiscal year beginning October 1, 2011, the total solid waste management
9 fee assessment throughout the Village is estimated to be \$733,440.00.

10 (E) The solid waste management fee assessment for solid waste collection services is
11 hereby approved and shall continue to be the current schedule for solid waste collection,
12 transportation, separation and disposal service in subsequent years unless and until a new
13 management fee assessment is established by separate ordinance.

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14 (F) The solid waste management fee assessment shall constitute a lien upon the real
15 property, so assessed equal in rank and dignity with the liens of all state, county, district and
16 municipal taxes and other non-ad valorem assessment.

Deleted: F

17 **Section 4. Effect and Adoption of Ordinance.** The adoption of this Ordinance shall
18 be the final adjudication of the issues presented unless proper steps shall be initiated in a court of
19 competent jurisdiction to secure relief within twenty (20) calendar days from the date of this
20 assessment.

21 **Section 5. Severability.** The provisions of this Ordinance are declared to be
22 severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be
23 held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining
24 sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it

being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 6. Repeal of Conflicting Provisions. To the extent any provisions of the Code conflict with this Chapter, those provisions are repealed in its entirety.

Section 7. Effective Date. This Ordinance shall be effective upon adoption on second reading.

FIRST READING: _____

SECOND READING: _____

The foregoing ordinance upon being put to a vote, the vote was as follows:

Roxanna Ross, Mayor

Mayor Ross : _____
Vice Mayor ~~Anderson~~: _____
Commissioner ~~Bernard~~: _____
Commissioner Childress : _____
Commission Cooper: _____

Deleted: Bernard

Deleted: Anderson

Maria C. Camara, Village Clerk

Approved as to form:

Village Attorney



Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161

Tel: 305 899 8000
Fax: 305 891 7241

Mayor and Commission

Roxanna Ross
Mayor

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Village Manager

John J. Hearn
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Maria Camara
Village Clerk

July 27, 2011

To: Mayor Roxana Ross
Vice Mayor Bob Anderson
Commissioner Steve Bernard
Commissioner Al Childress
Commissioner Bryan Cooper

From: Ana M. Garcia, Village Manager

Re: Ordinance 2011-02 Definitions for Fences and Corner Side Yards

Background Analysis:

In April 2008, the Village Commission created a Code Review Board and appointed members to perform a comprehensive review of the Municipal Code of the Village of Biscayne Park and to provide updates and revisions as needed.

While the Board continues to meet regularly to complete their review, a request was given to the Board at the end of 2010 to bring forward their recommended changes for definitions of fences, fencing allowances for corner side yards, and hedge height restrictions. This was due mainly to the number of requests from residents to seek variances on these specific items.

In February 2011, the Code Review Board brought forward their recommended changes at the February 1st regular commission meeting. At that meeting, additional changes were recommended and discussed and it was determined that a resident workshop would be scheduled. The workshop took place on February 24th, and the Code Review Board continued their regular meetings following that workshop and their recommendations were presented at the first reading of this ordinance on July 12, 2011.

Further changes were discussed by the Commission at first reading, and the ordinance was amended to include those changes approved by consensus.

Fiscal/Budgetary Impact:

None

Manager Recommendation:

Manager recommends that the Commission take the Code Review Board's proposed recommendations and along with resident input, make their decision taking into consideration the safety and privacy of all residents of the Village, and the overall aesthetics of the Village of Biscayne Park.

Manager Recommendation

Page 1 of 1

ORDINANCE NO. 2011-2

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AMENDING CHAPTER 2 OF THE VILLAGE OF BISCAYNE PARK LAND DEVELOPMENT CODE ENTITLED "DEFINITIONS" BY ADDING DEFINITIONS FOR FENCES AND CORNER SIDE YARDS AND AMENDING THE DEFINITION FOR HEDGE; AMENDING CHAPTER 11 OF THE VILLAGE OF BISCAYNE PARK LAND DEVELOPMENT CODE ENTITLED "ACCESSORY STRUCTURES" BY AMENDING SECTION 11.6; ADDRESSING CORNER SIDE FENCES AND WALLS, HEIGHT, AND RELATED CHANGES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE

Deleted: ",

WHEREAS, the Code Review Committee has provided suggested changes to the Village Land Development Code which address fences, walls and hedges; and

Comment [e1]: C Bernard asked for cost of mincode and advertising for second reading. No direction from council.

WHEREAS, the Village Commission is aware that citizens have had issues when attempting to locate corner side fences and certain fence materials on their property; and

WHEREAS, the Village Commission deems it to be in the best interests of the citizens of Biscayne Park to amend the Village's Land Development Code to add certain definitions and to address fences, walls, and hedges; now, therefore

BE IT ORDAINED BY THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AS FOLLOWS:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2. Chapter 2 of the Village of Biscayne Park Land Development Code is hereby amended to read as follows:

* * *

~~2.2.26 F.S.: The abbreviation "F.S." shall mean the latest edition or supplement of the Florida Statutes.~~

2.2.26 Fence: An artificially constructed barrier, including gates, erected to enclose, screen or separate an area.

* * *

2.2.31 Hedge: ~~A dense row of shrubs or low trees in excess of eight (8) feet in length which constitutes a barrier.~~ A continuous planting of shrubs constituting a visual screen serving a function similar to a fence or wall.

Comment [e2]: Request for height limitation on hedges. Rejected by Commission.

* * *

2.2.70 Yard: An open space on the same lot with a building, said space being unoccupied and unobstructed from the ground upward, except as otherwise permitted herein. A front, rear or side yard shall be defined as that open space adjoining a front, rear, or side lot line respectively.

2.2.71 Year: The word "year" shall mean a calendar year, unless otherwise specified.

2.2.71 Yard, corner side: The open space between the closest point of the principal building and the side line of the lot which abuts a street and extending from the front line of the building to the rear property line.

Comment [e3]: Edit requested by Mayor and approved by majority of the council

Deleted:

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Section 3. Chapter 11 of the Village of Biscayne Park Land Development

Code is hereby amended to read as follows:

* * *

11.6 Fences, walls and hedges.

11.6.1 Location.

(a) Except as otherwise provided in Section 11.6 below, All fences, walls and hedges may shall be located within any yard including upon up to the property line thereof. No such wall, fence or hedge shall extend beyond an official right-of-way line.

(b) When a fence, wall or hedge is placed on a property line abutting an alley, whether it be on an alley or a front property line, at least forty (40) square feet, a minimum of four (4) feet deep, of open space must be left for the temporary storage of trash and garbage containers.

(c) On interior and corner lots, walls may be located in the front yard but may be no closer than eight (8) feet from the Front paved street edge and three (3) feet from the corner side property line. (See Diagram 1 Interior lot Walls and Diagram 2 Corner lot Walls)

(d) On corner lots, fences and walls may be located in the corner side yard but may be no closer than three (3) feet from the corner side yard property line. Fences and

walls may extend into the front yard beginning at the corner, where the two walls meet, of the building closest to the corner side yard property line or interior side yard property line, but not both, up to fifteen (15) feet, but no closer than fifteen (15) feet to the front yard property line. ~~One fence may extend into either the corner side yard or interior side yard, but not both.~~ Fences are not permitted between the front façade of the building and the front property line. A landscape buffer must be provided between the fence and the side and front property lines. (See Diagram 3 Corner lot Fences / Walls)

Comment [e4]: Request to define building as the 4 walls - and meeting of two walls and not any decorative planters, or other attachments or extensions to the 4 walls. I do not believe action was taken

(e) Driveway and pedestrian gates may be located in the front yard and corner side yard provided they are attached or abutt, as applicable on each side to a wall, fence or hedge. Driveway gates are permitted.

Comment [e5]: More description of diagrams requested. Approved? Not Approved? Check with clerk.

Comment [e6]: C Bernard wanted exhibits referenced to specific sections. Clarification provided that exhibits are referenced to specific provisions of the Code.

Deleted: p

Comment [e7]: Clarification moved and approved by Commission. A gate cannot be affixed to a hedge, but can abut a hedge.

Comment [e8]: Commission wants language to allow driveway gate if other cities in area allow, and whether the gate may be at property line or further in to prevent traffic, preferably 20 feet from Asphalt and not property line. Was requested to review local streets - size, location, and gating of driveways.

Question was asked whether a residence can have a permit for something not permitted. Records may be misplaced but, all work requires a permit.

Deleted: not

Comment [e9]: Revisions made pursuant to request of Commission to allow driveway gates - after discussion with Committee Chair. This applies to revision (e) (1) - (3).

Comment [e10]: Request to remove language relating to approval of Board. Request denied

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(1) Driveway gates may be no closer than 20 feet from the paved street.

(2) Vehicular stopping or blocking of the public street or sidewalk to open the driveway gate is prohibited.

(3) The driveway gate may not open outwards, towards the right-of-way.

(f) All fences, walls, hedges and gates must conform to the clear visibility triangle set forth in Chapter 5.4.1 of the Land Development Code. (See Diagram 4 Visibility Triangle)

(g) All fences, walls, and gates require a permit and approval by the Planning Board.

(h) Gates.

(1) Pedestrian gates shall only be made of wood, composite material, vinyl or metal.

(2) Driveway gates shall only be constructed of metal and shall be of an open "picket" design.

(3) If a property is to maintain both a driveway and a pedestrian gate they shall be of a consistent material, design and color to each other.

11.6.2 Height.

(a) ~~The height of any hedge shall not exceed four (4) feet when located between the building and any paved street. Fences and walls, W~~when located between the building and the interior side and the rear ~~other~~ property lines, ~~fences and walls~~ shall not exceed six (6) feet in height, ~~and hedges shall not exceed eight (8) feet in height.~~

(b) The inside ~~Through~~ Lots on Northeast 11 Place and Northeast 11 Court from Northeast 119 Street to Northeast 121 Street shall be allowed the six-foot height from the building to and parallel to the rear property line.

(c) Properties abutting the FEC corridor shall be permitted to erect a fence or wall up to eight (8) feet in height only on the side abutting the FEC corridor.

(e) ~~(d)~~ The existing hedges on Lot 30, Block 23 of Biscayne Park Estates amended shall not be affected by the height requirement only for so long as the garbage and trash trucks are parked there. When the trucks are no longer allowed there, the hedges shall conform to all the provisions of this chapter. Walls located in the front yard may not exceed three (3) feet in height. Pedestrian or driveway gates located in the front yard shall not exceed the height of three (3) feet on the side attached or abutting the wall or hedge, but may be arched to a maximum of four (4) feet six (6) inches at the center of the arch.

Comment [e11]: Direction to keep language consistent through out ordinance.

Deleted: Sidewalk

Comment [e12]: Request to change 3 and 6 foot heights. Rejected by Commission.

Comment [e13]: Revisions made after discussions with Chair of the Committee - to clarify height on the gate should be no more than 4'6" at center, and that this includes pedestrian and driveway gates.

Deleted: adjacent wall

Deleted: or a maximum height

Deleted: hinge and latch sides, but may be

Deleted: top

(e) On corner side yards, fences and walls may be four (4) feet in height when set back three (3) feet from the corner side yard property line and fifteen (15) feet forward from the front corner of the building as described in 11.6.1(d). The height of the fence or wall may be increased one (1) foot for each additional two (2) feet setback from the dimensions described above with a maximum height of six (6) feet. Fences and walls in the corner side yard must be of a continuous height.

11.6.3 Construction. Fences and walls may be constructed of wood, concrete, composite materials, vinyl, metal or wire, and shall be constructed so as to discourage climbing ~~be non climbable~~ and be constructed of one (1) material type except where specifically permitted herein.

(a) Wood fences shall be constructed with pressure treated pine, cedar, redwood or other rot resistant wood in according to the South Florida Building Code. Wood fences shall be finished with a stain, wood preservative, or sealer. ~~or paint. Paint Stain~~ colors require a separate permit and approval by the planning board. Planks shall have a minimum nominal thickness of 1" (3/4" actual) and post shall not be less than a nominal 4" by 4". Only galvanized or stainless steel screws and bolts are permitted. Fences shall be constructed to be level and plumb. Gates shall be diagonally braced to prohibit sagging. Fences shall be of one color except where masonry or concrete pillars are used in conjunction with fences where the pillars may be of one color and the fence portions another color.

Comment [e14]: Proper terminology should be "shall" v. "must."

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Comment [e15]: Is this consistent with FBC?

(b) Walls may be constructed of the following materials and must conform to the construction requirement of the South Florida Building Code and shall be of a consistent design and color of the dwelling.

Comment [e16]: Request to change this to "compliment the..." or "matches" rejected

(i) Coral rock. Walls constructed of stone shall be of a consistent type.

(ii) Concrete block stuccoed on both sides with a concrete cap, a smooth stucco finish or texture on all faces that reflects the finish of the dwelling. ~~and be and combined with one (1) or more of the other construction materials listed in this subsection or ornamental wrought iron, ornamental aluminum, cast iron or cast aluminum or other a stucco treatments designed to impact an additional architectural interest. Walls constructed of decorative masonry units shall be of a consistent type and color.~~

(iii) Slump brick.

(iv) Used red bricks, limed red bricked or cement bricks appropriately painted.

(v) Precast concrete caps may be used in combination with the preceding wall types. Precast walls are only permitted on property lines parallel to the FEC corridor.

(c) Composite and vinyl fences shall be made of Miami-Dade County approved materials for fencing.

(d) Metal fences shall be made of aluminum, wrought iron ~~and~~, galvanized steel or marine grade stainless steel and shall be of one (1) color. Words and pictorial images are not permitted except for one location on the gate or fence where the street numbers are permitted. Post caps, scrolls, and studs are part of the overall allowable height. Metal fences may only be of one color.

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Comment [e17]: Discussion as to painting of fences. Rejected.

~~(e)~~ (e) Wire fences shall be of chain-link or diamond weave of heavy galvanized material or material of equal strength and shall have top rails. All posts shall be set in concrete so as to be secure and safe. Decorative inserts/privacy slats are not permitted except where fences are parallel to the FEC corridor. The decorative face of a fence is to face the street or exterior of the property.

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Comment [e18]: Direction of the Commission, approved.

~~(d)~~ (f) All parts of the fence, including uprights, posts and vertical and horizontal and structural supports shall be on applicant's side of the fence or wall. No part of the fence or wall shall protrude into the adjacent property or public right-of-way.

~~(e)~~ (g) The fence construction documents and site plan shall be submitted with each application for building permit. The fence shall be so designed to be suitable and compatible with surrounding areas.

Comment [e19]: Modification requested to this language. Approved

Deleted: Plans for fences

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Deleted: must

Comment [e20]: Discussion had as to standard. Language remains as is.

Deleted: or

Deleted: street or side front

Comment [e21]: Mayor requested clarification language. Approved.

11.6.4 Chain-link, wooden fences, and walls prohibited in certain areas.

~~(a)~~ Chain-link, wooden fences, and walls and/or wire fences shall not be permitted in front yards and corner side yards or when they extend farther toward the front and side front property lines than the front corner of the building closest to the side property line.

~~(b)~~ All fences that are existing at the time of adoption of Ordinance 244 (5, 1988) shall be allowed to remain until such time that they deteriorate.

11.6.5 Electric or barbed wire prohibited. No fence shall be constructed with barbed wire and no fence charged with electricity shall be erected.

Comment [e22]: Discussion had as to spikes or imbedded glass. No action taken.

11.6.6 Non-conforming fences and walls. Any fence or wall which has been properly permitted and approved by the Village prior to the passage of Ordinance 2011-2 and which does not comply with the requirements of this ordinance, shall be considered a legal, non-conforming structure. Such non-conforming structure may be continued until such fence or wall is damaged or in disrepair has deteriorated to the extent of more than

Comment [e23]: Scrivener's error corrected

Deleted: 1

twenty five percent (25%). At that time, such fence or wall must be removed in its entirety. In addition, such fences or walls may not be enlarged, extended, reconstructed, or structurally altered, or repaired more than ~~twenty five percent (25%)~~ fifty percent (50%), unless such change would place the fence or wall into compliance with this Section. ~~All existing, unpermitted, or with no proof of permitting, fences and walls, that existed prior to the adoption of Ordinance 244 (5.1988), shall not be required to be removed unless and until such time that they deteriorate to the extent of more than twenty five percent (25%).~~ Replacement of any fence or wall shall require a permit, and compliance with this Code.

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Deleted: continue to remain

Comment [e24]: Discussion had as to vesting and lost permits - revisions made - reflect revisions of Village Attorney

11.6.7 Maintenance.

- (a) ~~Fences and walls shall be maintained free of rot, mold, rust and graffiti, and shall be repaired if not straight, plumb and level.~~
- (b) ~~Walls and metal fences that are stained shall be recoated or cleaned when there is excessive discoloration, fading, peeling or general deterioration.~~
- (c) ~~Fences, walls and hedges shall be kept free of weeds.~~
- (d) ~~Fences and walls that are not structural sound and present a threat to public safety shall be repaired or removed.~~
- (e) ~~Hedges shall not extend over or into the public right-of-way for the full height of the hedge.~~

Comment [e25]: Request to require hedges/walls to be in healthy condition and more description on maintenance. Rejected

Comment [e26]: Request that person planting hedge is to be responsible for hedge height and maintenance. Rejected.

11.6.7 Village Public Works property shall be exempt from the wall, fence and hedge height and location requirements as the Village's Public Works site is a governmental use located within a residential district and should be screened from the public. The Village public works property should maintain a driveway gate, and a six foot screened fence, wall or hedge around the perimeter of the property work yard to screen the site and to protect the site from the community.

Comment [e27]: Request to exempt Public Works site.

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Comment [e28]: What is work yard.

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Section 3. Severability. Should any section, provision, paragraph, sentence, clause or word of this Ordinance or portion hereof be held or declared by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall be considered as eliminated and shall not affect the validity of the remaining portions or applications of this Ordinance.

Section 4. Codification. It is the intention of the Village Commission of the Village of Biscayne Park, that the provisions of this Ordinance shall become and made a part of the Code of Ordinances of the Village of Biscayne Park, Florida, and that the Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may

be changed to "Section," "Article" or other word or phrase in order to accomplish such intention.

Section 5. Conflicts. That all Ordinances or parts of Ordinances, Resolutions or parts thereof in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 6. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

The foregoing Ordinance was offered by Commissioner _____, who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

**The foregoing ordinance upon
being put to a vote, the vote was as
follows:**

Roxanna Ross, Mayor

Attest:

Mayor Ross _____
Vice Mayor Anderson _____
Commissioner Bernard _____
Commissioner Cooper _____
Commission Childress _____

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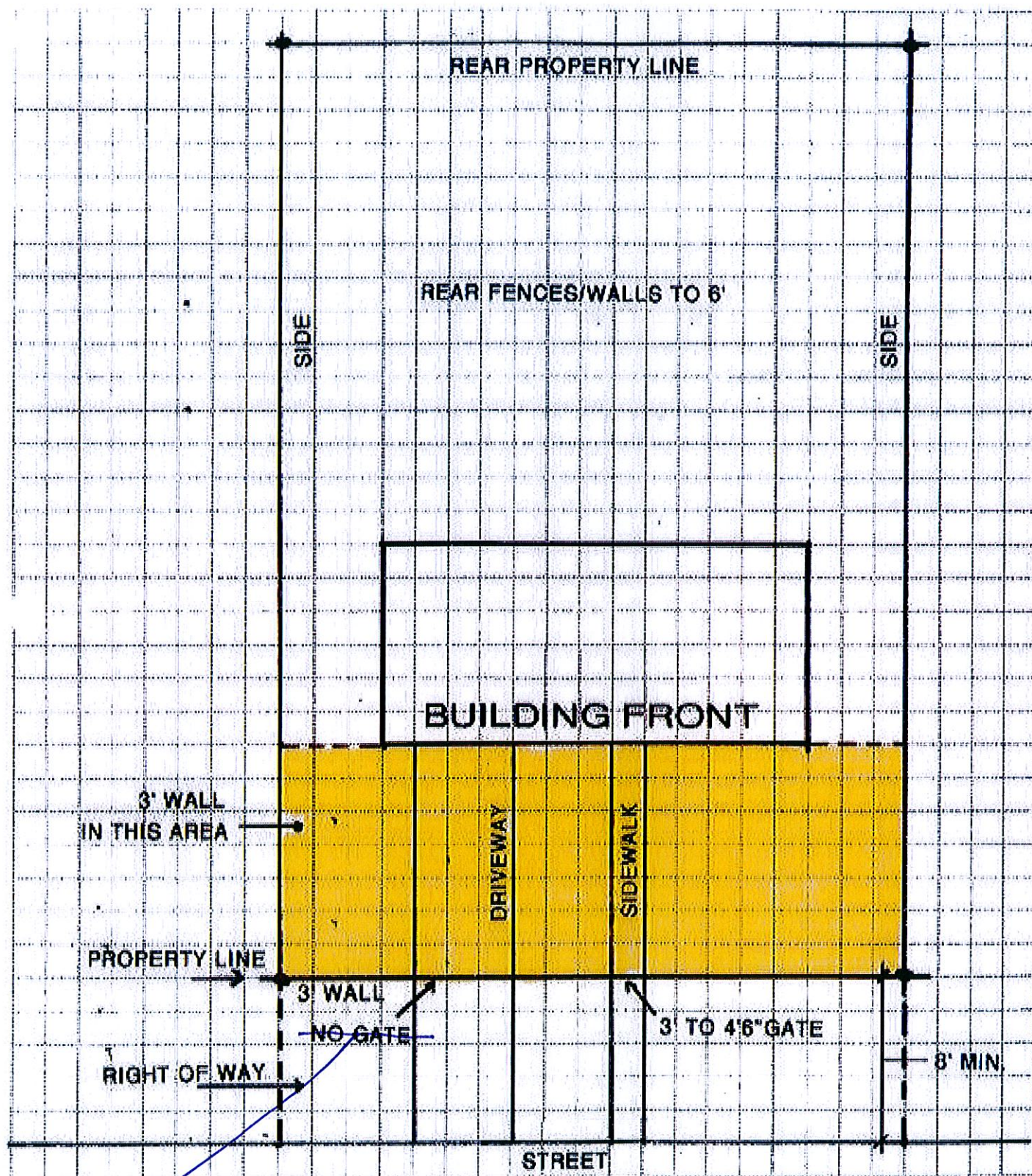
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Maria Camara, Village Clerk

Approved as to form:

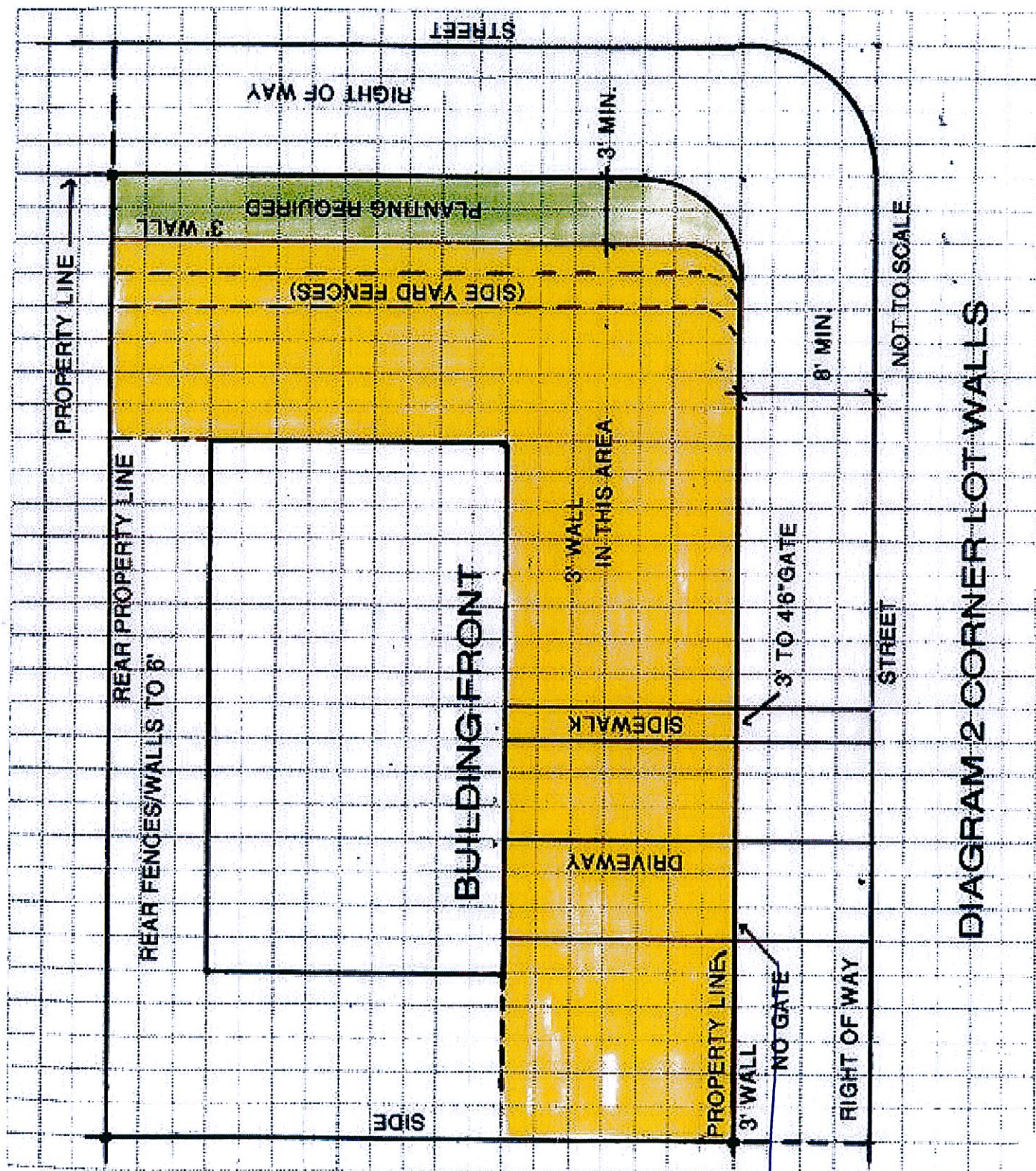
John J. Hearn, Village Attorney



NOT TO SCALE

DIAGRAM 1 INTERIOR LOT WALLS

At first reading, amended to allow driveway gate.



At first reading, amended to allow driveway gate.

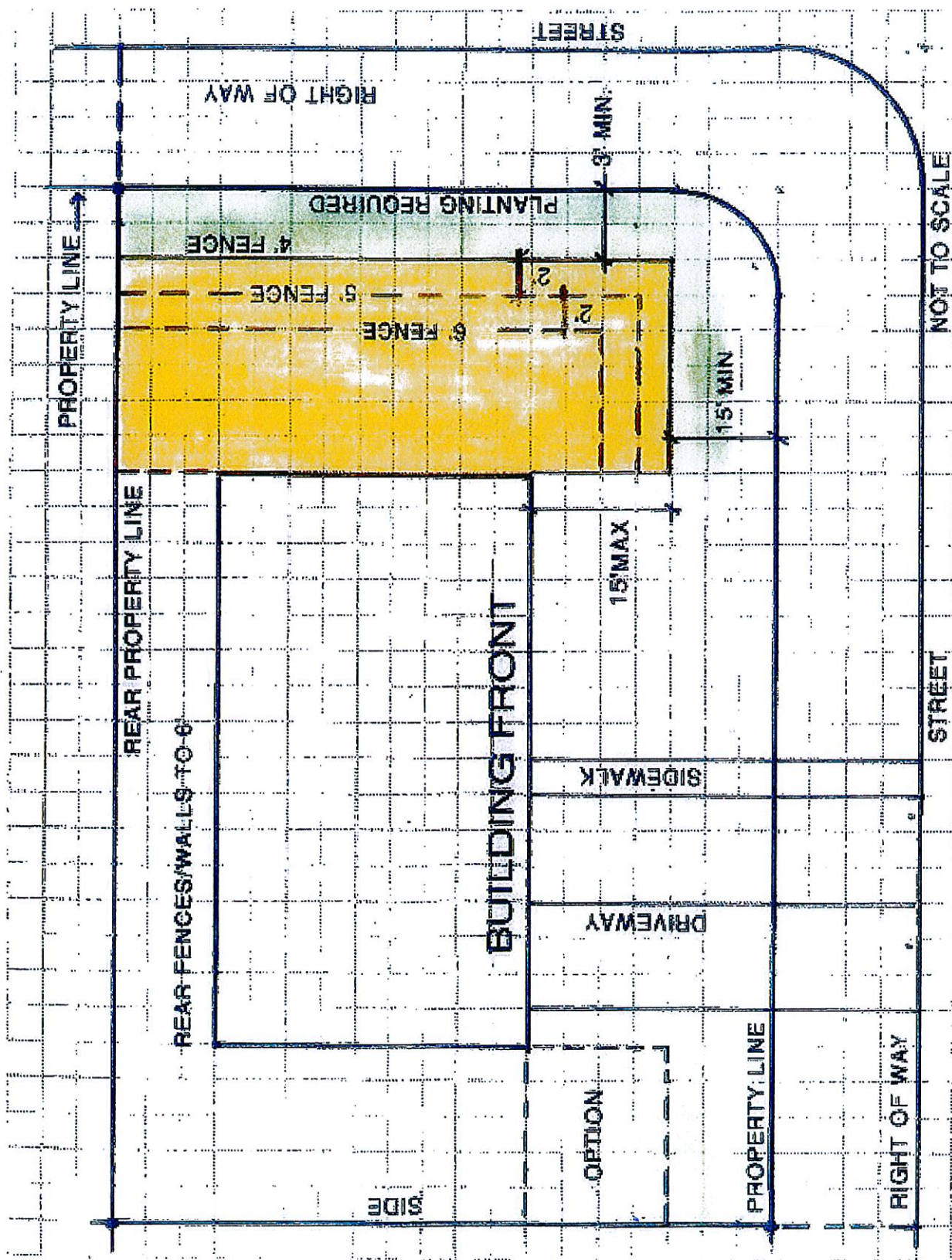


DIAGRAM 3 CORNER LOT FENCES WALLS

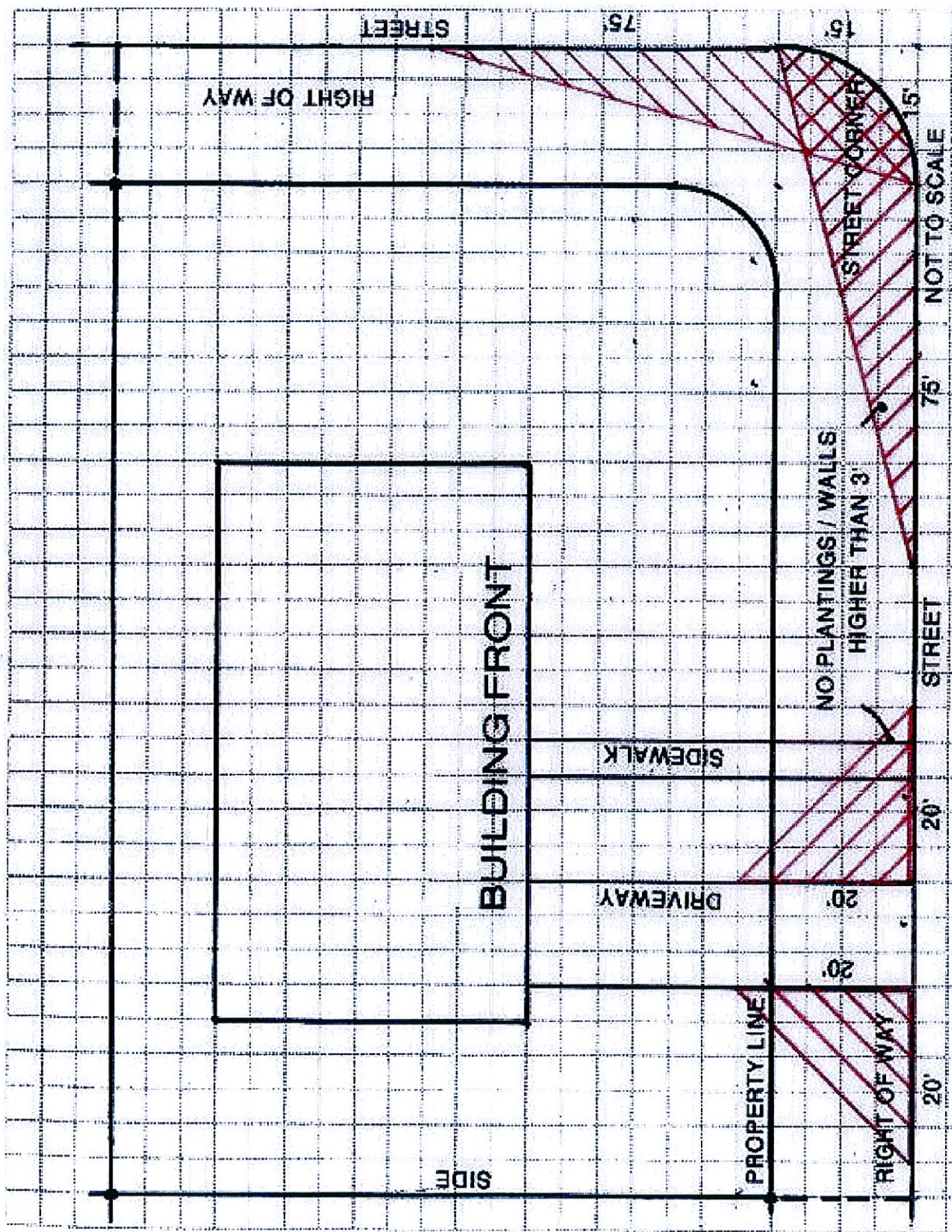


DIAGRAM 4 VISIBILITY TRIANGLE

Ordinance 2011-02

The Code Review Board met on Tuesday, July 26th, and is providing on the following page a list of recommended changes to the ordinance for your review and consideration.

village clerk

From: Peter Hartung [hartungpj@aol.com]
Sent: Friday, July 29, 2011 7:49 AM
To: villageclerk@biscayneparkfl.gov
Subject: PROPOSED CHANGES IN CAPS

(a) ~~Except as otherwise provided in Section 11.6 below, All fences, walls and hedges may~~ **shall** be located within any yard ~~including upon~~ **up to** the property line thereof. No such wall, fence or hedge shall extend beyond an official right-of-way OR PROPERTY line.

(d) On corner lots, fences and walls may be located in the corner side yard but may be no closer than three (3) feet from the corner side yard property line. Fences and walls may extend into the front yard beginning at the corner, where the two walls meet, of the building[e1] closest to the corner side yard property line or interior side yard ~~property line, but not both,~~ up to fifteen (15) feet, but no closer than fifteen (15) feet to the front yard property line. ~~One fence may extend into either the corner side yard or interior side yard, but not both.~~ Fences are not permitted between the front **CORNERS OF THE BUILDING CLOSEST TO THE SIDE PROPERTY LINES** and the front property line. A landscape buffer must be provided between the fence and the side and front property lines. (See Diagram 3 Corner lot Fences / Walls[e2]) [e3]

(c) On interior and corner lots, walls may be located in the front yard but may be no closer than eight (10) feet from the paved street edge. (See Diagram 1 Interior lot Walls and Diagram 2 Corner lot Walls)

Only galvanized or stainless steel **HARDWARE AND FASTENERS** are permitted[e1]

(ii) Concrete block stuccoed WITH a smooth stucco finish or texture **on all faces** that reflects the finish of the dwelling. ~~and be and combined with one (1) or more of the other construction materials listed in this subsection or ornamental wrought iron, ornamental aluminum, cast iron or cast aluminum or other a~~ **stucco treatments designed to impact an additional architectural interest.** Walls constructed of decorative masonry units shall be of a UNIFORM type and color.

~~(d) Metal fences shall be made of aluminum, wrought iron and , galvanized steel or marine grade stainless steel and shall be of one (1) color. IRON AND STEEL FENCES, WITH EXCEPTION OF CHAIN LINK, SHALL BE PAINTED (OR FINISHED). Words and pictorial images are not permitted except for one location on the gate or fence where the street numbers are permitted. Post caps, scrolls, and studs are part of the overall allowable height. Metal fences may only be of one color[e1] .~~

~~(a) Chain-link, wooden fences, and walls and/or wire fences shall not be permitted in corner side yards or when they extend farther toward the front property line than the front corner of the building closest to the side property line[e1] . CHAIN LINK FENCES SHALL NOT BE PERMITTED PARALLEL TO THE ABUTTING RIGHT OF WAY EXCEPT ON THE REAR PROPERTY LINE OR ALLEY~~

(b) FENCES AND Walls shall be recoated or cleaned when there is excessive discoloration, fading, peeling or general deterioration.



Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161

Tel: 305 899 8000
Fax: 305 891 7241

Mayor and Commission

Roxanna Ross
Mayor

Robert "Bob" Anderson
Vice Mayor

Steve Bernard
Commissioner

Albert Childress
Commissioner

Bryan Cooper
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk

July 27, 2011

To: Mayor Roxana Ross
Vice Mayor Steve Bernard
Commission Bob Anderson
Commissioner Al Childress
Commissioner Bryan Cooper

From: Ana M. Garcia, Village Manager

Re: Resolution 2011-39

Background Analysis:

The procedures and timetables for taxation and the establishment of the Village budget are governed by a series of rules of both the State of Florida and Miami-Dade County. These rules are generally referred to as TRIM (Truth in Millage) rules. One rule being the establishment of the maximum millage rate, rollback millage rate, and the scheduling of the first and second public hearings on the budget.

The primary source of revenue for our municipality is the property or ad valorem tax base. The rate at which property is taxed is referred to as the millage rate. The amount of taxes paid by a property owner is determined by multiplying the millage rate times each \$1,000.00 of assessed property value. We are required to establish a maximum millage rate at the start of our budget process. This rate will be advertised by the Village and also mailed by the Miami-Dade County Property Appraiser. The initial maximum rate may be decreased by the Commission during the budget process, but it cannot be increased except under extraordinary circumstances.

The Miami-Dade County Property Appraiser has estimated the Taxable Value within the Village of Biscayne Park at approximately \$127,280,142. This valuation represents a 2.94% decrease over Fiscal Year 2010-11 level of \$127,623,349.

After extensive work with our Finance team and all department directors on Fiscal Year 2011-12 annual budget, we are submitting a preliminary balanced budget based on our current millage rate of 8.9933.

Manager Recommendation

Page 1 of 1

1
2
3 **RESOLUTION NO. 2011-39**
4

5 **A RESOLUTION OF THE VILLAGE COMMISSION OF THE**
6 **VILLAGE OF BISCAYNE PARK, FLORIDA;**
7 **ESTABLISHING A TENTATIVE MILLAGE RATE OF 8.9933**
8 **FOR FISCAL YEAR 2011-2012, ESTABLISHING THE**
9 **CURRENT YEAR ROLLED-BACK RATE TO BE 9.2661 AND**
10 **ESTABLISHING THE FIRST AND THE SECOND PUBLIC**
11 **BUDGET HEARINGS AS REQUIRED BY LAW; DIRECTING**
12 **THE VILLAGE CLERK AND FINANCE DIRECTOR TO**
13 **FILE SAID RESOLUTION WITH THE PROPERTY**
14 **APPRAISER OF MIAMI-DADE COUNTY PURSUANT TO**
15 **THE REQUIREMENTS OF FLORIDA STATUTES AND THE**
16 **RULES AND REGULATIONS OF THE DEPARTMENT OF**
17 **REVENUE OF THE STATE OF FLORIDA; ESTABLISHING**
18 **THE TIME AND LOCATION OF THE FIRST AND SECOND**
19 **PUBLIC HEARINGS; PROVIDING FOR AN EFFECTIVE**
20 **DATE**
21

22
23 WHEREAS, Chapter 2007-321, Laws of Florida, provides the maximum tax levies for
24 municipalities as well as establishes the procedure to calculate these maximum rates; and
25

26 WHEREAS, the maximum tax levy allowed by a majority vote of the governing body
27 for fiscal year 2011-2012 is based on a percentage applied to the rolled-back rate under Section
28 200.065, Florida Statutes; and
29

30 WHEREAS, the maximum tax levies may be increased by a supermajority or
31 unanimous vote of the local governing body; and
32

33 WHEREAS, taxing authorities must complete and return the appropriate form to the
34 property appraiser's office certifying the proposed millage rates on or before August 4, 2011;
35

36 NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE
37 COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA:
38

39 **Section 1.** That the proposed millage for the first public hearing is hereby declared to be
40 8.9933 mills which is \$8.99 per \$1,000.00 of assessed property within the Village of Biscayne
41 Park.

Section 2. That the Village Commission further confirms the current year rolled-back rate, computed pursuant to section 200.065 F.S., is 9.2661 per \$1,000.00.

Section 3. That the date, time and place of the first and second public hearings are hereby set by the Village Commission as follows:

<u>Date</u>	<u>Time</u>	<u>Place</u>
Tuesday, September 13, 2011	6:30 p.m.	Village of Biscayne Park Ed Burke Recreation Center 11400 NE 9 th Court Biscayne Park, FL 33161
Tuesday, September 20, 2011	6:30 p.m.	Village of Biscayne Park Ed Burke Recreation Center 11400 NE 9 th Court Biscayne Park, FL 33161

Section 4. That the Village Clerk and Finance Director are directed to complete and return the appropriate forms certifying the Village's proposed millage on or before August 4, 2011 to the Miami-Dade County Property Appraiser's Office.

Section 5. This resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED this _____ day of August, 2011.

**The foregoing resolution upon being
put to a vote, the vote was as follows:**

Roxanna Ross, Mayor

Mayor Ross: _____
Vice Mayor Anderson: _____
Commissioner Bernard: _____
Commissioner Childress: _____
Commissioner Cooper: _____

Attest:

Maria Camara, Village Clerk

1
2
3 **Approved as to form:**
4
5

6
7 _____
8 John J. Hearn, Village Attorney
9
10
11



Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161

Tel: 305 899 8000
Fax: 305 891 7241

Date: March 27, 2011 (Per email of that date)

To: Attorney's Office; Village Manager; Clerk

From: L. Bryan Cooper

Re: Protection of staff; Village liability and a Resolution/Order

Background Analysis:

Given recent allegations against the Villager Manager's Office, see below Order. (Background analysis of vendors providing services per the Resolution/Order below can be analyzed by Village staff in the same professional manner with which they approach Village insurance.

Fiscal/Budgetary Impact:

To be determined by Village Staff per Order below.

Recommendation:

A Order of the Village Commission of the Village of Biscayne Park, Florida directing the Village Attorney to receive from the Clerk a report on three to five "Ethics Hot-line" related companies providing services to government; with back-ground information, analysis, cost and resulting documentation forwarded in advance to the full Commission, along with Village Attorney recommendation, one week prior to next full Commission meeting."

village clerk

Subject: FW: Agenda Item Request Form.doc

From: Bryan Cooper [mailto:bryancooper7@yahoo.com]
Sent: Sunday, January 23, 2011 9:29 PM
To: villageclerk@biscayneparkfl.gov; bcooper@biscayneparkfl.gov
Cc: agarcia@biscayneparkfl.gov; John Hearn; attyhearn@aol.com
Subject: Re: Agenda Item Request Form.doc

#2

Date: (Please refer to the email sent when this was first placed on the agenda in Dec. of 2010).

To: Clerk; Manager, for inclusion on agenda

From: Bryan Cooper

Re: Future condensed short bullet list of agenda items to be sent on day 7, prior to Commission meeting, by Clerk to Commission.

Background Analysis: In the past year, there have been times that the agenda with backup was not presented to Commissioners for review until shortly before the date of the Commission meeting. It would be helpful if the Clerk, upon closing the deadline for submission of new agenda items from Commissioners, compiled a simple bullet list of clear, understandable titles of all new agenda items and forward them by email to Commissioners.

Fiscal/Budgetary Impact: None; a few minutes of the Clerks time to send a brief summary. This will foster a higher degree of transparency and hopefully collegiality, by allowing all Commissioners to see a week in advance the other items set to be brought forth by their colleagues.

Recommendation: Ask Manager to direct the Clerk to provide this list to the Commission following the deadline for submission of new agenda items.

From: village clerk <villageclerk@biscayneparkfl.gov>
To: bcooper@biscayneparkfl.gov
Cc: agarcia@biscayneparkfl.gov
Sent: Thu, January 20, 2011 6:34:56 PM
Subject: Agenda Item Request Form.doc

village clerk

From: Bryan Cooper [bryancooper7@yahoo.com]
Sent: Friday, January 28, 2011 9:24 PM
To: villagemanager@biscayneparkfl.gov
Cc: Village clerk; Archives
Subject: Re: badges; agenda item for March meeting
Ms. Garcia:

Per you question below....I do not have (and would never accept) a badge.

Please place the below on the agenda for the March meeting. I have no backup documentation; nor is there a cost analysis.

Date: January 28, 2011

To: Clerk; Manager

From: Bryan Cooper

Re: Police-style badges given to Commissioners

Background Analysis: None.

Fiscal/Budgetary Impact: None.

Recommendation: None at this time; To be discussed before the full Commission.

Bryan Cooper

From: Ana M. Garcia <villagemanager@biscayneparkfl.gov>
To: Rox Ross <rox@roxross.com>; Steve Bernard <steve@stevebernardarchitect.com>; Commissioner Bob Anderson <banderson@biscayneparkfl.gov>; Al Childress <albertchildress@yahoo.com>; Bryan Cooper <bryancooper7@yahoo.com>
Cc: Village clerk <villageclerk@biscayneparkfl.gov>; Archives <vobparchives@biscayneparkfl.gov>
Sent: Fri, January 28, 2011 5:06:12 PM
Subject: badges

Good afternoon all, Tom from the herald called me as he is doing a story on North Miami and badges for officials. How many of you have badges? This varies from City to City. If you have already answered this please disregard. Thank you.

Ana M. Garcia, CPRP
Village Manager
640 NE 114th Street
Biscayne Park, FL 33161
Ph. 305.899.8000 ext. 229
Fax. 305.891.7241
agarcia@biscayneparkfl.gov



Date: 04/25/2011

To: Vice Mayor Steve Bernard
Commissioner Bob Anderson
Commissioner Al Childress
Commissioner Bryan Cooper

cc: Manager Ana Garcia
Attorney John Hearn
Clerk Maria Camara

From: Mayor Roxanna Ross

Re: Follow-up on Kimley Horn Traffic Studies
[This item of business first appeared on the 03/01/2011 Agenda. It was not reached during the regular Commission meeting in March. Therefore, the matter is refreshed for discussion here.]

REQUEST:

CONSENSUS AND DIRECTION CONCERNING KIMLEY-HORN AND ASSOCIATES, INC.'S TRAFFIC STUDY DATED JANUARY 2007, AND TRAFFIC STUDY UPDATE DATED JULY 2008 (THE "KH TRAFFIC STUDIES")

BACKGROUND AND ANALYSIS:

The KH Traffic Studies provided supporting data and proposed traffic plan for the Village of Biscayne Park, which included:

1. Converting NE 9 Court to one-way southbound (implemented);
2. Median extension on NE 121 Street at 5 Avenue to restrict turning movement;
3. Channelizing eastbound right-turn only movement at NE 121 Street and 6 Avenue (implemented and reinforced with the planting of trees to avoid median cross-over traffic);
4. Re-routing southbound Griffing Blvd. to NE 115 Street (implemented with unfavorable results and reversed);
5. Installing traffic circles along NE 7 Ave and 9 Avenue;
6. Installing landscaped entry features on local streets throughout the Village;
7. Where feasible, install lane width reduction striping that designates space for pedestrians and bicyclists (discussed by community at large, committee and commission);
8. Implementing 25 MPH speed limit on local streets within the Village (implemented); and
9. Generally recommending CPTED guidelines, including landscaping and lighting considerations.

Two of the above-described nine measures were implemented with immediate favorable results: #1 and 8. Item #3 was implemented and further enhanced last fall by planting trees along the median to discourage u-turns by vehicles seeking to avoid the right-turn channelization. Item #4 was implemented, determined unfavorable and the measure was reversed. Plans to implement Item #7 were discussed at length without reaching consensus.

Last month the Commission voted unanimously in support of a resolution to work with the residents in the vicinity of NE 5 Ave and 121 Street to implement recommendation #2 – extension of that median.

I urge the Commission to continue in this support of Recommendation #2, and to focus on the items that have not yet been addressed --- Recommendations #5, 6 and 9 proposed by KH Traffic Studies, as well as any further recommendation that may be developed through the process. Let's continue to move forward on the items that we can agree upon, and direct the Manager, at her discretion, to work with Kimley Horn, contract landscapers, resident boards and volunteers to implement these commendations:

Recommendation #6, landscaped entry features have been discussed and plans may already be available from our Park & Parkways Board, whose members are always ready to assist in enhancing our greenspaces. Starting with the

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landscaping at our NE 6 Avenue entrance, which was the focus of the recent MLK Day of Service event, and continuing with every entrance point to the Village: 107 Street and the FEC railway at our southern end, 10 Avenue, 8 Avenue, Griffing Boulevard along the Village northern entryways. The replacement of weathered signs for these points, as well as at NE 12 Avenue, 9 Avenue and 7 Avenue; procurement may be through the County, as was our recently installed sign at the Ed Burke Recreation Center.

Recommendation #9 further explore specific improvements, including landscaping and lighting employing CPTED principles, further reducing cut-through traffic and continuing to make our streets safe for pedestrians.

Recommendation #5 installing traffic circles at the suggested locations, or such other sites as the community deems appropriate.

FISCAL/BUDGETARY IMPACT:

The current budget allows for minimal spending on any improvements. However, through fundraising, private contributions and forestry match-grant monies, these improvements can become a reality for our Village. Studies show that one of the top ways to improve the market value of your home, with high return on investment is LANDSCAPING. I believe that these enhancements will further reinforce our sense of place and continue to distinguish the Village of Biscayne Park as a bird sanctuary and Tree City USA community.

RECOMMENDATION:

I urge the Commission to work together in the areas where we are all in agreement, enhancing greenspaces and finding the funds to accomplish these goals.



Date: **5/27/11**
To: **Clerk Maria Camara**
From: **Commissioner Steve Bernard**
Re: **June Agenda Item – Policies & Procedures for Donations**

REQUEST:

A DISCUSSION OF: Policies & Procedures for Donations

BACKGROUND AND ANALYSIS:

Several Donations for specific purposes have been offered to the Village in the last several years, but there has been a lack of consistency over the procedures of how to accept. The Village should have a written policy so that Residents who have a desire to assist the Village with donations of money and projects that the Village wouldn't ordinarily purchase through normal processes can be assured that their efforts and donations will be utilized to the fullest extent.

Attached is a breakdown of costs for two recent Village projects which were recently accepted, showing data including donations from residents, Staff, "business partners", and the Village Foundation to highlight how these funds were accepted and utilized.

FISCAL/BUDGETARY IMPACT:

Costs – Minimal, the creation and approval by Commission of a written Policy
Potential Revenues – Possible added Revenues due to consistent Policies and Resident participation

RECOMMENDATION:

Direct Village Manager to create written Policies & Procedures for Commission Approval regarding Donations to the Village

From: Ana M. Garcia (villagemanager@biscayneparkfl.gov)
To: villageclerk@biscayneparkfl.gov;
Date: Thu, May 12, 2011 4:41:38 PM
Cc: agarcia@biscayneparkfl.gov;
Subject: RE: update

Vice Mayor and Full Commission:

The total project cost for the Sixth Avenue Landscaping was \$5,965.00.

Contributions and donations are as follows:

\$3,438.79 – Civic Club
\$500.00 – Balance from MLK 113th Street Project
\$989.00 – Resident, staff and business partner donations
\$450.00 – Credit for oak from Aquatic Landscaping
Total: \$5,377.79

Actual cost to the Village is \$587.21 to come from Landscaping line item.

The total project cost for the Ed Burke Park front entrance was \$1,375.00

Contributions and donations are as follows:

\$126.00 – Resident donations
\$1,249.00 – Biscayne Park Foundation contribution (originally from the Parks & Parkway sale of oaks and owl house project)
Total: \$ 1,375.00

Actual cost to the Village is \$0.00.

We worked with Parks & Parkway who unanimously approved the design. Parks & Parkway also presented the design to the Civic Club who also approved the project.

Thank you and have a great evening.

Ana M. Garcia, CPRP
Village Manager
640 NE 114th Street
Biscayne Park, FL 33161
Ph. 305.899.8000 ext. 229
Fax. 305.891.7241
agarcia@biscayneparkfl.gov

From: Steve Bernard [mailto:steve@stevebernardarchitect.com]
Sent: Thursday, May 12, 2011 8:20 AM
To: villagemanager@biscayneparkfl.gov
Cc: vobparchives@biscayneparkfl.gov
Subject: Re: update

Ana,

I didn't get a chance to see the scope of either project, but a couple of residents have asked me what the cost of them are... do you have those numbers available?

Thanks,

Steve

From: Ana M. Garcia <villagemanager@biscayneparkfl.gov>
To: rox@roxross.com; Commissioner Bernard <sbernard@biscayneparkfl.gov>; Steve <Steve@stevebernardarchitect.com>; banderson@biscayneparkfl.gov; Al Childress <albertchildress@yahoo.com>; Bryan Cooper <bryancooper7@yahoo.com>
Cc: villageclerk@biscayneparkfl.gov
Sent: Wed, May 11, 2011 5:27:44 PM
Subject: update

Good evening all,

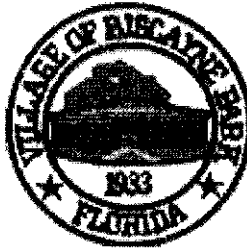
An update on both landscaping projects, Aquatica is getting ready to pick up for the day, more plantings to come tomorrow both at 6th avenue and the park including the larger material, Sabal Palmetto Palms. It was great to me on site and have our residents go by and honk their horns and give us a thumbs up! Have a great evening, Ana.

Ana M. Garcia, CPRP
Village Manager
640 NE 114th Street
Biscayne Park, FL 33161
Ph. 305.899.8000 ext. 229
Fax. 305.891.7241
agarcia@biscayneparkfl.gov

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Date: **July 22, 2011**
To: **Clerk Maria Camara**
From: **Commissioner Steve Bernard**
Re: **August Agenda Item – Manager Allegations**

REQUEST:

A DISCUSSION OF: Investigation into allegations regarding the Village Manager

BACKGROUND AND ANALYSIS:

A letter was emailed to the Village Commission on July 20, 2011 from a former Department Head that alleges improprieties by the Village Manager (see attached email and letter).

In order to determine if these allegations are accurate, and prior to the proposed investigation by the Village Attorney, the Village Commission should formally authorize the maximum cost for any investigation

In addition, and as in a previous investigation, the Commission should approve using an outside Attorney so as to maintain the appearance of independence from any Village politics.

FISCAL/BUDGETARY IMPACT:

Costs – to be determined

RECOMMENDATION:

Direct the Village Attorney to establish maximum cost and hire an outside investigator to investigate the written allegations of a former Department Head

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From: mike arciola <mike.arciola@att.net>
To: rross@biscayneparkfl.gov; banderson@biscayneparkfl.gov; sbernard@biscayneparkfl.gov; achildress@biscayneparkfl.gov; bcooper@biscayneparkfl.gov
Sent: Wed, July 20, 2011 7:56:10 PM
Subject: Settlement Offer

Attached is a letter detailing some events that took place during my tenure as Finance Director. I am only seeking what I was entitled to receive based upon my acceptance of an employment offer presented by the Village Manager. This offer was a starting salary of \$ 40,000 and a raise to \$ 50,000 on October 1, 2010.

The letter is written to show the commission that the Manager is a devious, calculating and untruthful individual who I believe is not qualified to manage a municipality. Just look back and see how many times she has blamed other individuals for the problems that she was should have been managing. Sure someone in Finance did not do the bank reconciliations but the Village Manager should have made sure they were done. It is like Obama blaming Bush. When does Ms. Garcia become responsible for what goes on in the Village.

Michael R. Arciola

5304 Crystal Anne Drive
West Palm Beach, FL 33417
(561) 312-9150

July 20, 2011

Village of Biscayne Park
640 NE 114th Street
Biscayne Park, FL 33161

Mayor Roxanna Ross and Honorable Commissioners:

I am writing to you out of frustration and desire that the truth about your Village Manager, Ana Garcia be known. As you all probably know, I resigned after one year of employment due to the fact that the Village Manager did not honor her employment commitment to me, which was a raise of \$ 10,000 on October 1, 2010. It is time that her true nature is exposed so that everyone knows how devious, calculating and untruthful she really is in her handling of the Village business. The following events are factual, a matter of record and can be proven:

1. Prior to me being hired by the Village, the Manager and I discussed salary. I wanted \$ 52,000 per year and she in her convincing manner about the Village finances and budget uncertainty, offered me \$ 40,000 with a promise to increase my salary to \$ 50,000 on October 1, 2010. I accepted that offer and became employed by the Village.
2. I faithfully worked hard to catch up all the work that was left undone for the past six months. Why the Manager allowed the financial transactions to fall so far behind before taking action is beyond my comprehension but I brought the accounting up to date with the exception of the General Fund activity. The absence of proper supervision and oversight by the Manager was the primary reason for most of the problems encountered by the Village. As the Chief Administrative Officer of the Village it is her responsibility to make sure all operations are functioning properly. She of course blamed everyone else except herself.

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D. The Manager criticized some of the Commissioners for being “micro managers” but she herself was guilty of this. The Finance Clerk is a good example of this. The current Finance Clerk was hired on a part time basis. I believed that the Village needed someone a little stronger in accounting and I told the Manager and Clerk that myself. One day when reviewing the payroll reports, I saw that the Finance Clerk had worked 80 hours for the two week period. When I inquired about this I was told that the Manager made the Finance Clerk a full time employee without consulting me. Micro management at its best.

E. The Manager is doing something that I do not endorse in any way, shape or form. I believe it may border on extortion i.e. a “pay to play” type of atmosphere. The Village staff is actively talking to vendors about “donations” to the Village. The Finance Clerk mentioned to me that she made telephone calls to vendors soliciting “donations”. I do not encourage calling vendors for financial donations, I believe in passive support of Village activities not direct contributions of money. If money were to be contributed, it would be because the vendor wanted to support the function not because a Finance Department Clerk telephoned them about a “donation”. Several “donations” have been received from Village vendors who probably would not have contributed if the telephone calls were not made. In my opinion, strong-arming vendors is not the proper way for governments to do business.

This letter was written because the Village Manager lied to me and because of these lies has virtually disrupted my life. The previous Finance Clerk also wrote about Ms. Garcia’s management methods. Now you have another letter detailing improprieties and poor management. When Ms. Garcia talked to me she was always so sincere, so committed to the “team effort”. She has a natural ability to get people to believe her and I believed her but her actions proved the opposite. Now I am unemployed and the Village Management somehow convinced the Unemployment Office that it was my fault not the Village who erred. I will be appealing the unemployment decision and will pursue legal action in obtaining what was agreed upon during my hiring process, a \$ 10,000 raise in pay retroactive to October 1, 2010. It is time in my opinion, that Ana Garcia be exposed as the lying, devious and manipulative individual that she is.

I would prefer not to do this in a court of law, it will not benefit the Village or myself, but if I have to I will. This can all go away if the Village agrees to the following:

1. Do not oppose my unemployment appeal, thus allowing me to receive unemployment benefits.
2. Implement the agreed upon \$ 10,000 salary increase retroactive to October 1, 2010 and adjust my final wage payout accordingly (approximately \$ 7,500).

I am confident that once we get into a court of law and I get depositions of all the individuals involved including Commissioners, I will prevail and the Village will lose more than the cost of the unemployment benefits and back wages. I would like to settle this matter before legal proceedings begin.

Sincerely,

Michael Arciola